

Table of Contents

Agenda	5
Charitable Solicitation Event, Section 11.44.050.	
Agenda Report No. II-1	14
Ordinance No. 48-946 Clean Amending Section 11.44-050	16
Ordinance No. 48- Delineated Amending Section 11.44.050	18
Ordinance No. 48-946 Creating New Section 3.26 Charitable Solicitation Event Licensing	20
Request for a Letter of Intent for Industrial Revenue Bonds and Letter of Support for Community Service Tax Credits, Greater Wichita YMCA. (District VI)	
Agenda Report No. III-1.	30
Central Family YMCA Branch Letter of Intent.	33
Letter of Support for YMCA tax credits 021511	38
Public Hearing and Tax Exemption Request, Spartech, Inc. (District V)	
Agenda Report No. III-2.	39
Extension of IRB Tax Exemption, InfoNXX, Inc. (District II)	
Agenda Report No. III-3.	41
Extension of IRB Tax Exemption, Cap Carpet. (District V)	
Agenda Report No. III-4.	43
Extension of IRB Tax Abatement, Big Dog Motorcycles, Inc. (District I)	
Agenda Report No. III-5.	45
Petition to approve a Community Improvement District for Cabela's. (District II)	
Agenda Report No. III-6.	47
Resolution No. 11-027	49
Petition	54
Donation of Sculpture from Project Beauty.	
Agenda Report No. III-7.	61
Photo of Project Beauty Sculpture and location.	62
Exempt Employee Classification Ordinance Amendments.	
Agenda Report No. III-8.	63
Ordinance No. 48-948.	64
Delineated Ordinance.	67
Amendment to Executive Search Firm Contract.	
Agenda Report No. III-9.	70
Amendment to Contract for Executive Search Firm.	71
Quarterly Financial Report for Quarter Ended December 31, 2010.	
Agenda Report No. III-10	77
Broadway Bridge at 34th Street South. (District III)	
Agenda Report No. III-11 and Ordinance No. 48-947.	78

Map	82
2011 Update - Task Force on Ending Chronic Homelessness.	
Agenda Report No. III-12.. . . .	83
2011 Update-Task Force on Ending Chronic Homelessness	84
*VAC2010-00041 - Request to vacate a platted reserve to amend the uses allowed in the reserve; generally located south of Kellogg/US 54, west of Hoover Road. (District IV)	
Agenda Report No. V-1	88
*Section 8 Management Assessment Program (SEMAP) Certification.	
Agenda Report No. VII-1	90
Section 8 SEMAP Certification	92
*Admissions and Continued Occupancy Policy (ACOP) Revision.	
Agenda Report No. VII-2	96
ACOP Revision	97
*2010 Public Housing Assessment System.	
Agenda Report No. VII-3	98
PHAS Certification	100
*2011 Utility Allowance Schedule - Section 8 Housing Choice Voucher Program.	
Agenda Report No. VII-4	105
2011 Utility Allowance Schedule	106
*Communications Cable Plant - Wichita Mid-Continent Airport - Colonel James Jabara Airport.	
Agenda Report No. IX-1.	107
*Airline Use Agreements - Supplemental Agreements.	
Agenda Report No. IX-2.	108
Airtran Airways SA No 8 - Supporting.	109
American Airlines SA No 9 - Supporting	130
Continental Airlines SA No 2 - Supporting	151
Delta Air Lines SA No 2 - Supporting	172
Frontier Airlines SA No 5 - Supporting	196
United Air Lines SA No 9 - Supporting	216
*Sublease Agreement - Wichita Airport Facilities, Inc. and ICM, Inc.	
Agenda Report No. IX-3.	238
ICM Sublease.	239
*Airports Company - S. A. No. 15.	
Agenda Report No. IX-4.	266
SA No 15	267
Preliminary Estimates. (See Attached)	
Preliminary Estimates.	269
Community Event: Intrust Bank Arena (Arenacross). (District I)	
Agenda Report No. XII-4a.	270

Community Event: Intrust Bank Arena World Wrestling Entertainment(WWE). (District I)	
Agenda Report No. XII-4b.	271
Community Event: Intrust Bank Arena Women's National Collegiate Athletic Association (NCAA) Tournament. (District I)	
Agenda Report No. XII-4c.	272
Agreement for Professional Services for Pressure and Chlorine Booster Station-Rural Water District No. 1. (District II)	
Agenda Report No. XII-5a.	273
Pressure & Chlorine Agreement	274
Agreement for Design Services for improvements in the Historic Midtown Neighborhood between Murdock, Santa Fe, 18th Street North, and the Little Arkansas River. (District IV)	
Agenda Report No. XII-5b Agreement and Resolution No. 11-026	281
Historic Midtown Exhibit A	288
Supplemental Agreement for Construction Management Services at the ASR Field Maintenance Facility.	
Agenda Report No. XII-5c.	311
Supplemental Agreement No. 1.	312
Easement Agreement for HCRI Kansas Properties, LLC. (District V)	
Agenda Report No. XII-5d and Agreement	369
Supplemental Agreement for Design Services for 119th Street West, between Pawnee and Kellogg. (District IV)	
Agenda Report No. XII-6a Agreement and Supplement No. 1	374
Change Order No. 1: Water Treatment Plant and River Intake Project.	
Agenda Report No. XII-7a and Change Order	378
Acquisition of 1355 North Piatt for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)	
Agenda No. XII-8a	381
Contract for Conveyance, Tract Map, and Aerial Map	382
Acquisition of a Temporary Construction Easement at 3244 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)	
Agenda Report No. XII-8b.	386
Temporary Construction Easement, Tract Map, and Aerial Map.	387
Settlement of Claim.	
Agenda Report No. XII-10.	390
Asset Management Agreement.	
Agenda Report No. XII-11.	391
Proposal Letter	393
Agreement	397
Nuisance Abatement Assessments.	
Agenda Report No. XII-12 and Ordinance 48-949	399

HOME Program - Housing Development Loan Program.	
Agenda Report No. XII-13.	464
HOME Program-HDLP-Habitat	466
HOME Program-HDLP-Residential Housing Solutions	493
HOME Program Funding for Program Administration.	
Agenda Report No. XII-14.	520
Approval of the Public Housing Rehabilitation Contractor.	
Agenda Report No. XII-15.	521
Public Housing Rehab Contract.	522
2011-2012 Dress For Success Wichita, Inc. (DFS) Contract.	
Agenda Report No. XII-16.	530
Support Document DressForSuccess2011Contract	531
Contract Amendment, United Way of the Plains.	
Agenda Report No. XII-17.	546
HPRP Contract Amendment 2-15-11	547
2011 Community Services Block Grant Application.	
Agenda Report No. XII-18.	549
CSBG 2011 Application.	550
Environmental Initiatives Manager.	
Agenda Report No. XII-19.	568
Purchased ADA Paratransit Rides Contractor Agreements.	
Agenda Report No. XII-20.	569
Contractor Agreement	570
Appendices A and B	582
Easement across City-Owned Property in conjunction with the Homeland Preparedness Project. (District I)	
Agenda Report No. XII-21.	611
Conduit Easement	612
List of Second Reading Ordinances. (See Attached)	
Second Reading Ordinances	616

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. February 15, 2011

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on February 8, 2011

AWARDS AND PROCLAMATIONS

- Proclamation

Black Colleges and University Recognition Day

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

1. Craig Sheets - Vulcan = DEA selling meth.

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Charitable Solicitation Event, Section 11.44.050.

RECOMMENDED ACTION: Approve the first reading of the proposed Draft Ordinance #1 which bans charitable solicitation at intersections.

III. NEW COUNCIL BUSINESS

1. Request for a Letter of Intent for Industrial Revenue Bonds and Letter of Support for Community Service Tax Credits, Greater Wichita YMCA. (District VI)

RECOMMENDED ACTION: 1) Close the public hearing; 2) approve the Letter of Intent for Industrial Revenue Bonds for the Greater Wichita YMCA in the amount not to exceed \$23,000,000; 3) approve the use of a bank letter of credit in place of a performance bond; 4) approve the Letter of Support for Community Service tax Credits; and 5) authorize the City to join the YMCA's tax exemption application and approve the necessary signatures.

2. Public Hearing and Tax Exemption Request, Spartech, Inc. (District V)

RECOMMENDED ACTION: Close the public hearing, and approve first reading of the Ordinance granting Spartech Inc. a 50% tax exemption on the identified real property improvements for a five-year term, plus a 50% tax exemption for a second five-year term, subject to City Council review.

3. Extension of IRB Tax Exemption, InfoNXX, Inc. (District II)

RECOMMENDED ACTION: Approve a one-year extension of the tax exemption for InfoNXX, Inc. and review the exemption at the end of 2011.

4. Extension of IRB Tax Exemption, Cap Carpet. (District V)

RECOMMENDED ACTION: Deny an extension of the tax exemption on CAP Carpet Inc.'s IRB bond-financed property.

5. Extension of IRB Tax Abatement, Big Dog Motorcycles, Inc. (District I)

RECOMMENDED ACTION: Extend the tax exemption on the property financed by Big Dog Motorcycle's 2003 IRB issue for a one-year period and review further extension at the end of year 2011.

6. Petition to approve a Community Improvement District for Cabela's. (District II)

RECOMMENDED ACTION: Accept the petition and adopt the resolution setting a public hearing on March 8, 2011 for consideration of the establishment of a Community Improvement District.

7. Donation of Sculpture from Project Beauty.

RECOMMENDED ACTION: Approve the donation of artwork from Project Beauty.

8. Exempt Employee Classification Ordinance Amendments.

RECOMMENDED ACTION: Adopt the ordinance and place it on first reading.

9. Amendment to Executive Search Firm Contract.

RECOMMENDED ACTION: Approve the amendment.

10. Quarterly Financial Report for Quarter Ended December 31, 2010.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended December 31, 2010.

11. Broadway Bridge at 34th Street South. (District III)

RECOMMENDED ACTION: Approve the east side design concept, approve the project, approve the budget, place the ordinance on first reading and authorize the signing of state/federal agreements as required.

12. **2011 Update - Task Force on Ending Chronic Homelessness.**

RECOMMENDED ACTION: Receive and file the report.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

None

V. CONSENT PLANNING AGENDA

1. *VAC2010-00041 - Request to vacate a platted reserve to amend the uses allowed in the reserve; generally located south of Kellogg/US 54, west of Hoover Road. (District IV)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA (ITEMS 1 THROUGH 4)

1. ***Section 8 Management Assessment Program (SEMAP) Certification.**

RECOMMENDED ACTION: Approve submission of the 2010 Section 8 Management Assessment Program (SEMAP) certification.

2. ***Admissions and Continued Occupancy Policy (ACOP) Revision.**

RECOMMENDED ACTION: Review and approve the Public Housing Admissions and Continued Occupancy Policy revision.

3. ***2010 Public Housing Assessment System.**

RECOMMENDED ACTION: Review and approve the submission of the 2010 Public Housing Assessment System Certification to the U.S. Department of Housing and Urban Development, adopt the resolution and authorize the necessary signatures.

4. ***2011 Utility Allowance Schedule - Section 8 Housing Choice Voucher Program.**

RECOMMENDED ACTION: Approve the 2011 Utility Allowance Schedule.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA (ITEMS 1 THROUGH 4)

1. *Communications Cable Plant - Wichita Mid-Continent Airport - Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the capital projects budgets.

2. *Airline Use Agreements - Supplemental Agreements.

RECOMMENDED ACTION: Approve the Supplemental Agreements, and authorize the necessary signatures.

3. *Sublease Agreement - Wichita Airport Facilities, Inc. and ICM, Inc.

RECOMMENDED ACTION: Approve the Sublease Agreement and authorize the necessary signatures.

4. *Airparts Company - S. A. No. 15.

RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 22A)

1. Report of Board of Bids and Contracts dated February 14, 2011.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2011</u>	<u>(Consumption off Premises)</u>
Kevin Schemm	Dillons #12	9450 East Harry
Kevin Schemm	Dillons #16	8828 West 13th
Kevin Schemm	Dillons #31	1640 South Broadway
Kevin Schemm	Dillons #33	4747 South Broadway
Kevin Schemm	Dillons #34	3932 West 13th Street
Kevin Schemm	Dillons #35	6297 East 13th Street
Kevin Schemm	Dillons #49	10222 West 21 Street
Kevin Schemm	Dillons #56	3707 North Woodlawn
Kevin Schemm	Dillons #65	3211 South Seneca
Kevin Schemm	Dillons #66	2244 North Rock Road Ct
Kevin Schemm	Dillons #72	10515 West Central
Kevin Schemm	Dillons #89	1910 West 21st Street North
Kevin Schemm	Dillons #91	3020 East Douglas Avenue
Kevin Schemm	Dillons #92	640 North West Street
Kevin Schemm	Dillons #249	2212 North Maize Road
Kevin Schemm	Dillons #81	13415 West Maple
Smimtiarz Siddique	Mariam's Quick Mart #2	6327 East 13th
<u>Renewal</u>	<u>2011</u>	<u>(Consumption on Premises)</u>
Willis E Hartman	Angela's, LLC dba Knolla's Pizza*	13011 East 21 Suite 111
Edwin S (Ned) Goynes	Sim Golf Course**	2020 West Murdock
Fernando Martinez	Las Garzas Restaurant LLC*	1611 South Broadway

** Tavern less than 50% of gross revenues from sale of food.

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.

- a. Community Event: Intrust Bank Arena (Arenacross). (District I)
b. Community Event: Intrust Bank Arena World Wrestling Entertainment (WWE). (District I)
c. Community Event: Intrust Bank Arena Women's National Collegiate Athletic Association (NCAA) Tournament. (District I)

RECOMMENDED ACTION: Approve street closure.

5. Agreements/Contracts:

- a. Agreement for Professional Services for Pressure and Chlorine Booster Station-Rural Water District No. 1. (District II)
- b. Agreement for Design Services for improvements in the Historic Midtown Neighborhood between Murdock, Santa Fe, 18th Street North, and the Little Arkansas River. (District IV)
- c. Supplemental Agreement for Construction Management Services at the ASR Field Maintenance Facility.
- d. Easement Agreement for HCRI Kansas Properties, LLC. (District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Design Services Agreement:

- a. Supplemental Agreement for Design Services for 119th Street West, between Pawnee and Kellogg. (District IV)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Order:

- a. Change Order No. 1: Water Treatment Plant and River Intake Project.

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisitions:

- a. Acquisition of 1355 North Piatt for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)
- b. Acquisition of a Temporary Construction Easement at 3244 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project. (District IV)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions

Board of Appeals of Plumbers and Gas Fitters, January 5, 2011

RECOMMENDED ACTION: Receive and file.

10. Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$12,822.35, as a full settlement of all possible claims which were made or could have been made in the claim.

11. Asset Management Agreement.

RECOMMENDED ACTION: Approve the agreement for hotel asset management services with Colliers PKF Consulting USA and authorize necessary signatures.

12. Nuisance Abatement Assessments.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

13. HOME Program - Housing Development Loan Program.

RECOMMENDED ACTION: Approve the funding allocations and authorize the necessary signatures.

14. HOME Program Funding for Program Administration.

RECOMMENDED ACTION: Approve funding for HOME program administration.

15. Approval of the Public Housing Rehabilitation Contractor.

RECOMMENDED ACTION: Approve the selection of Arambula Construction Company as the Public Housing rehabilitation contractor and authorize the necessary signatures.

16. 2011-2012 Dress For Success Wichita, Inc. (DFS) Contract.

RECOMMENDED ACTION: Approve the 2010-2011 Dress For Success Wichita, Inc. (DFS) contract and authorize the necessary signatures.

17. Contract Amendment, United Way of the Plains.

RECOMMENDED ACTION: Approve the contract amendment and authorize the necessary signatures.

18. 2011 Community Services Block Grant Application.

RECOMMENDED ACTION: Approve the 2011 Community Services Block Grant funding application and authorize the necessary signatures.

19. Environmental Initiatives Manager.

RECOMMENDED ACTION: Approve position transfer, quarterly reimbursements, and any necessary budget adjustments.

20. Purchased ADA Paratransit Rides Contractor Agreements.

RECOMMENDED ACTION: Approve the Purchased ADA Paratransit Rides Contractor Agreements and authorize the necessary signatures.

21. Easement across City-Owned Property in conjunction with the Homeland Preparedness Project. (District I)

RECOMMENDED ACTION: Approve the easement and authorize all necessary signatures.

22. Second Reading Ordinances: (First Read February 8, 2011)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

**City of Wichita
City Council Meeting
February 15, 2011**

TO: Mayor and City Council

SUBJECT: Charitable Solicitation Event, Section 11.44.050 (All Districts)

INITIATED BY: Wichita Police Department

AGENDA: Unfinished Business

Recommendation: Adopt Draft Ordinance #1 in regards to fundraising at City intersections.

Background: On December 14, 2010, the Police Department presented a proposed ordinance to the City Council, Draft Ordinance #1. The proposed ordinance bans the practice of intersection fundraising. At the City Council meeting one non-profit, the MDA stated its concerns over banning the practice. The City Council requested that staff look further into the issue and return February 15, 2011.

Analysis: A stakeholder meeting was held at City Hall on January 12, 2011. All non-profit organizations that had received licenses for solicitation during the past ten years were invited to attend, as well as some individuals who had expressed concern about the intersection fundraising practice. Information was gathered from individuals who attended the meeting and from e-mails, letters and phone calls. Three organizations indicated that they wanted the practice of intersection fundraising to continue: the Muscular Dystrophy Association, American Legion Post 401 and Camp Quality. The remaining organizations either did not contact the Police Department, indicated they had already abandoned the intersection fund raising practice, or stated they would support a ban.

In addition to the stakeholder meeting a peer review was completed, accident numbers were compiled for the 42 approved intersections, and traffic counts were gathered. The research indicated that the intersection of Central and Ridge is both a high accident location and one of the City's busiest. The intersection had 27 accidents in 2010 and handled almost 50,000 vehicles per day. The intersection of Central and Rock is also high in both categories with 37 accidents in 2010 and over 49,000 vehicles per day. Other high accident intersections that are approved for fundraising include: 47th Street South and Broadway, 21st Street North and Rock Road and 21st Street North and Woodlawn. Based upon accidents rates and traffic counts, the staff recommendation is Draft Ordinance #1 which bans charitable solicitations at intersections.

In the past ten years, licenses to solicit donations on Wichita roadways have been granted to 38 organizations of which 23 were local. The Sedgwick County Non-Profit Chamber of Service has stated that there are over 1,400 non-profit organizations in Sedgwick County. Other avenues exist for the solicitation of donations that do not impact public safety. The Wichita Non-Profit Chamber of Service stated that it conducts various training sessions on fundraising. Classes it provides include mail solicitations, special event planning and grant writing. Each of the groups attending the stakeholder's meeting stated that intersection fundraising was not their only means of obtaining funds.

As an alternative to a total ban, Police staff worked in conjunction with the Law Department to create an alternative ordinance (Draft Ordinance #2) which would allow intersection fundraising with enhanced requirements and restrictions.

Draft Ordinance #2 includes ideas gathered during the analysis process. This draft ordinance continues the permit process within the City. Following is a list of items included in this proposed ordinance:

- Charitable organization: is defined as a 502(c)(3) organization
- Approved intersections: includes the currently approved 42 City intersections, however no solicitation is allowed at an intersection when there is on-going roadwork or construction
- Proof of liability insurance: requirement for coverage in the amount of \$500,000
- Safety plan: requirement for a written safety plan
- Location requirements: participants must wear safety vests and must stay on the curb or median and not approach vehicles unless invited
- Identification: The charitable organization must be clearly identified
- Event fee: increases the fee to \$100.00
- Advance application: requires application five days prior to the event
- Denial of permit: allows the City to deny a permit
- Minimum age: making the minimum age for participation 18
- Permit suspension or revocation: allows for suspension and revocation of permits

Draft Ordinance #2 would address some of the concerns raised by citizens during the review process but not all. Citizens voiced concerns over safety and undue pressure being placed on them to donate to the charity. Draft Ordinance #2 would likely eliminate some organizations by adding provisions that further define a charitable organization as well as requiring liability insurance and applications be filed well in advance of solicitation events. The safety provisions of this ordinance are similar to the prior guidelines. However, these guidelines were not effective in relieving concerns over safety. Draft Ordinance #2 would also increase the workload on City staff. The City Treasurer's Office would see a slight increase in workload due to enhanced application requirements. The Police Department would take on the requirements related to the safety plan, permit denial and permit revocation. In addition, the Law Department would become involved in permit review due the liability insurance requirement.

The strongest argument for banning the practice of intersection fundraising remains safety. The size and traffic volume at approved intersections has increased. These intersections were not constructed with consideration for the safety of people using them for purposes other than crosswalks.

The Police Department continues to be concerned about citizen and motorist safety and its ability to effectively enforce this ordinance. Monitoring the location of individuals involved in solicitation is not possible as officers are not stationed at intersection locations throughout the day. Citizens also continue to express concerns regarding inappropriate solicitations along with the concern for public safety. After this review process the Police Department remains in favor of its original proposal, moving forward with an ordinance that would ban the practice of intersection fundraising.

Financial Considerations: If permits allowing charitable solicitations in public roadways are eliminated, it will result in the loss of the revenues generated by those license fees. If the practice continues with increased fees the revenue may increase. However, the fees will not result in full cost recovery of permit issuance and monitoring and enforcing public safety at these intersections.

Goal Impact: Enhance the Safe and Secure Community goal by either eliminating the public safety risks involved in the solicitation of charitable contributions or by enhancing the ordinance to further restrict fundraising events.

Legal Considerations: The attached ordinance amendments have been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the first reading of the proposed Draft Ordinance #1 which bans charitable solicitation at intersections.

Attachments:

Draft Ordinance #1: Delineated Draft version of 11.44.050

Draft Ordinance #2: Created Alternative - New Section 3.26

First Published in The Wichita Eagle on March 4, 2011

OCA #083303

11/30/10

ORDINANCE NO. 48-946

AN ORDINANCE AMENDING SECTION 11.44.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE PROHIBITION AGAINST SOLICITATION OF RIDES, BUSINESS OR CONTRIBUTIONS ON A ROADWAY, AND THE EXCEPTIONS THERETO; AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 11.44.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: **“Soliciting rides, business or contributions prohibited-- Exceptions.**

(a) No person shall stand in or in proximity to a roadway for the purpose of soliciting a ride from the driver or occupant of any vehicle.

(b) No person shall stand on a street or highway for the purpose of soliciting employment, business or contributions from an occupant of any vehicle.

(c) No person shall stand on or in proximity to a street or highway for the purpose of soliciting the watching or guarding of any vehicle while parked or about to be parked on a street or highway.

SECTION 2. The original of Section 11.44.050 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 1st day of
March, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED

11/03/10

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 11.44.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE PROHIBITION AGAINST SOLICITATION OF RIDES, BUSINESS OR CONTRIBUTIONS ON A ROADWAY, AND THE EXCEPTIONS THERETO; AND REPEALING THE ORIGINAL OF SAID SECTION.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 11.44.050 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows: **“Soliciting rides, business or contributions prohibited-- Exceptions.**

(a) No person shall stand in or in proximity to a roadway for the purpose of soliciting a ride from the driver or occupant of any vehicle.

(b) No person shall stand on a street or highway for the purpose of soliciting employment, business or contributions from an occupant of any vehicle.

(c) No person shall stand on or in proximity to a street or highway for the purpose of soliciting the watching or guarding of any vehicle while parked or about to be parked on a street or highway.

~~(d) The soliciting of contributions under subsection (b) of this section by a charitable organization shall not be prohibited if a license has first been obtained from the city which authorizes such soliciting, and the soliciting is conducted in accordance to all terms and conditions of such license. The city manager shall establish and maintain guidelines for the~~

~~issuance of such licenses. A license to solicit charitable contributions shall be obtained by making application to the city treasurer's office on a form designated for such purpose.~~

SECTION 2. The original of Section 11.44.050 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

First Published in the Wichita Eagle March 4, 2011

OCA #083303

ORDINANCE NO. 48-946
2/2/11

AN ORDINANCE CREATING NEW CHAPTER 3.26 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PERMITS FOR CHARITABLE SOLICITATION EVENTS AT INTERSECTIONS WITHIN THE CITY OF WICHITA, THE REQUIREMENTS THEREFOR, AND REGULATING THE CONDUCT OF PARTICIPANTS THEREIN.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 3.26.010 of the Code of the City of Wichita, Kansas, shall read as follows: “**Permit required.** No person shall participate in or engage in activities that comprise a charitable solicitation event at approved intersections within the city limits without first obtaining a permit for such an event as provided in this chapter.

“Charitable solicitation event” is defined to mean an event where persons stand upon a street and/or highway of the city and solicit funds for a charitable organization which would otherwise be in violation of Section 11.44.050(b) of the Code of the City of Wichita.

“Charitable organization” is defined to mean a non-profit organization that has been designated as a 501(c)(3) organization pursuant to the Internal Revenue Code of the United States or has been designated as a charitable organization by the Kansas Secretary of State.

“Approved intersections” are defined to mean those intersections which have been approved by the city traffic engineer as intersections within the city at which charitable

solicitation events are allowed to occur. At no time will charitable solicitation events be allowed at intersections that are under construction, or where road work is ongoing.

SECTION 2. Section 3.26.020 of the Code of the City of Wichita, Kansas, shall read as follows: “**Application for permit.** Any person desiring to participate in or engage in activities that comprise a charitable solicitation event at approved intersections within the city limits shall make application for a permit with the city treasurer’s office. The application shall be on such form and contain such information as the city treasurer shall require, including the following:

- (a) The name and address of the applicant, and personal information, or if the applicant is a firm or corporation, the names, addresses and personal information of persons owning a financial interest therein.
- (b) The name and address of a contact person for the charitable solicitation event, if different from the applicant.
- (c) The name of the charitable organization for which the event is being conducted and proof that the status of the organization meets the definition set forth herein.
- (d) The date(s) and time(s) that the charitable solicitation event(s) will be conducted.
- (e) Proof of liability insurance as required by Section 3.20.040.
- (f) A safety plan as required by Section 3.20.050.
- (g) A statement by the applicant that he or she is at least 21 years of age.
- (h) A statement by the applicant that he or she is familiar with the provisions of this chapter and is complying and will comply with such provisions.

- (i) A statement by the applicant the he or she has not had a permit under this chapter or a similar type of permit or license in any jurisdiction previously suspended or revoked within one year immediately preceding the date of the application.
- (j) The application shall be accompanied by a Charitable Solicitation Event fee of \$100.00.
- (k) Applications shall be submitted no later than five business days prior to the time of the event for which the permit is sought. No permit will be issued if the application is submitted within five business days of the proposed charitable solicitation event.

SECTION 3. Section 3.26.030 of the Code of the City of Wichita, Kansas, shall read as follows: “**Denial of Permit.** An application for a Charitable Solicitation permit may be denied if:

- (a) The applicant is not at least 21 years of age;
- (b) The applicant has knowingly made a false, misleading or fraudulent statement of fact to the City in the application process;
- (c) The application is incomplete or does not contain the information required by this chapter;
- (d) The applicant has had a permit under this chapter or a similar type of permit or license in any jurisdiction previously suspended or revoked for good cause within one year immediately preceding the date of the filing of the application;

- (e) The applicant fails to comply with any conditions of approval including, but not limited to:
 - (1) Remittance of all application and permit fees;
 - (2) Proof of liability insurance as required;
 - (3) Submission of a safety plan as required.
- (f) Charitable organizations are limited to two charitable solicitation events per year, and each event shall be no more than three days in duration.
- (g) If a permit application is denied, under the provisions of this section, notice shall be given to the applicant in writing. Such notice shall set forth the reasons for the denial, and shall inform the applicant that such an order may be appealed to the city council by filing a written request with the city clerk within ten calendar days from the date contained on the notice. If an appeal is taken from the denial of a permit application, no permit shall be issued until the matter is resolved by the city council. The city council shall hear the matter on the record and may affirm or reverse the denial. The applicant may appeal the decision of the city council to the district court of the county in the manner provided by state statute. If an appeal is taken from the decision of the city council, no permit shall be issued until the matter is resolved by the district court.”

SECTION 4. Section 3.26.040 of the Code of the City of Wichita, Kansas, shall read as follows: **“Liability Insurance requirement.** The permit holder for a charitable solicitation event shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the

State of Kansas which provides general liability coverage in an amount not less than \$500,000 per occurrence. Proof of insurance shall be submitted to the City prior to issuance of the permit and maintenance of this insurance shall be a condition thereof.”

SECTION 5. Section 3.26.050 of the Code of the City of Wichita, Kansas, shall read as follows: “**Safety Plan.** (a) It is the obligation of the permit holder or responsible party for a charitable solicitation event and a condition of the permit to maintain at all times adequate safety procedures for the conduct of such event.

(b) The permit holder for a charitable solicitation event shall submit with his or her application a written safety plan to insure that all persons participating in the charitable solicitation event will conform to the standards of conduct set forth in Section 3.26.060 and, further, that adequate safety measures will be taken to protect all participants, all traffic laws will be obeyed, and that the age requirements for solicitors and responsible persons at charitable solicitation locations will be observed.”

SECTION 6. Section 3.26.060 of the Code of the City of Wichita, Kansas, shall read as follows: “**Charitable solicitation events - standards of conduct for participants.** Persons who participate in or engage in activities that comprise a charitable solicitation event shall conform to the following standards of conduct:

- (a) Solicitors may only solicit on behalf of charitable organization as defined in Section 3.26.010 of this code.
- (b) Solicitors may only solicit on the dates and times set forth on the permit application submitted for the event.
- (c) All solicitors shall be 18 years of age or older and must carry a valid, government issued, photo I.D. showing the solicitor to be at least 18 years

of age on his or her person while engaged in a charitable solicitation event, and such I.D. shall be presented upon request by any officer of the city.

- (d) There shall be at least one person 21 years of age or older present at each intersection while solicitation is occurring who shall be designated as the responsible party for the group and shall be a contact person for police for enforcement of the provisions of this chapter.
- (e) A copy of the permit issued pursuant to this chapter and the approved intersection attachment must be in the possession of the responsible party at each intersection where solicitation is occurring, and shall be presented for inspection when requested to do so by any officer of the city, or by any person being solicited for a contribution.
- (f) Solicitation shall be allowed only at approved intersections and those that are identified on the permit attachment of the charitable solicitation event as intersections where the applicant intended to solicit donations.
- (g) No solicitor shall suddenly leave the curb or other place of safety and walk or run into the path of a vehicle which is so close as to constitute an immediate hazard.
- (h) Solicitors shall stand on a curb or raised median and are allowed to step off the curb or raised median to approach a vehicle only at intersections with stop signs or while the traffic signal has turned red and only while the signal remains red. Solicitors shall immediately return to the curb or raised median when the signal turns green or when traffic is moving.

- (i) Solicitors shall not approach a vehicle unless a window is down or an occupant has given some sign of assent to be approached.
- (j) Solicitation shall occur only during daylight hours after sunrise and before sunset.
- (k) Each solicitor shall wear a safety vest to enhance visibility and help insure solicitor safety.
- (l) The soliciting organizations shall be identified by prominent signs visible to drivers and held by individuals on the curb, carried or worn by the solicitors, or placed upon a vehicle legally parked in close proximity to the solicitors. Identification may be printed on the safety vest and signs or banners at the intersection but shall not be posted or affixed to the ground.

SECTION 7. Section 3.26.070 of the Code of the city of Wichita, Kansas, shall read as follows: **“Enforcement of Standards of Conduct.** Violation of any of the standards of conduct for participants in charitable solicitation events by as set forth in Section 3.26.060 of this chapter by individual solicitors shall be considered a violation of Section 11.44.050(b) of this Code. In addition to issuing a citation to the violator, a law enforcement officer may order that the violator leave the premises of the charitable solicitation event for the remainder of the event. If the violator is the responsible person for the group of solicitors at an intersection, soliciting shall cease until another individual who qualifies as a responsible person under this chapter is present at the event location.

SECTION 8. Section 3.26.080 of the Code of the city of Wichita, Kansas, shall read as follows: **Permit suspension or revocation.** (a) The chief of police or the

chief's designee may suspend or revoke a charitable solicitation event permit under this chapter if it is determined that:

- (1) The permit holder has made any false statement or given any false information in connection with an application for a permit;
- (2) The permit holder or the responsible party supervising solicitations at an intersection has engaged in or has allowed solicitors to engage in activity that endangers the safety of any solicitor or other person or the public at large, or causes an unreasonable risk of damage to either public or private property.
- (3) The permit holder or the responsible party supervising solicitations at an intersection has repeatedly violated or has allowed solicitors to repeatedly violate any of the standards of conduct set forth in Section 3.26.040.

(b) If the chief of police or the chief's designee suspends or revokes a charitable solicitation event permit under the provisions of this section, notice shall be given to the permit holder in writing. Such notice shall set forth the reasons for the suspension or revocation, and shall inform the permit holder that such an order may be appealed to the city council by filing a written request with the city clerk within ten calendar days from the date contained on the notice. Upon receipt of such notice, the city clerk shall notify the chief of police who shall forward all relevant information and exhibits to the city clerk within ten days. Any appeal taken from an order of the chief of police or the chief's

designee shall stay the order of suspension or revocation until the matter is resolved by the city council.

The city council shall hear the matter on the record and may affirm or reverse in full or in part the action of the chief of police or the chief's designee. The permit holder may appeal the decision of the city council to the district court of the county in the manner provided by state statute. If the decision of the chief of police or the chief's designee is reversed in full or in part, the permit holder shall be granted a permit to conduct an addition charitable solicitation event within the calendar year period. Any appeal to the district court shall not stay the order of the city council.

(c) Any permit holder who has his or her permit revoked or suspended pursuant to this section shall be ineligible to be receive a permit for any other charitable solicitation event under this chapter for a period of one calendar year from the date of suspension or revocation.

SECTION 9. Section 3.26.090 of the Code of the City of Wichita, Kansas, shall read as follows: “**Violation – Penalty.** Any person violating any provision of this chapter is guilty of a misdemeanor and shall be punished by a fine of not more than \$500.”

SECTION 10. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon adoption and publication in the official city newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 1st day of
March, 2011.

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
February 15, 2011**

TO: Mayor and City Council

SUBJECT: Request for a Letter of Intent for Industrial Revenue Bonds and Letter of Support for Community Service Tax Credits (Greater Wichita YMCA) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the Letter of Intent and authorize the Mayor to sign.

Background: In 1998, the City of Wichita issued \$8,000,000 in Industrial Revenue Bonds (IRBs) to finance the construction and equipping of the South Branch YMCA facility located at 3405 S. Meridian and improvements at Camp Hyde located near Viola, Kansas. The Greater Wichita YMCA is now requesting the issuance of a Letter of Intent for in an amount not to exceed \$23,000,000. The bond proceeds will be used to construct, and equip a new Central Branch facility to replace the existing facility located at 402 N. Market in downtown Wichita.

Analysis: The Greater Wichita YMCA is a 501(c)(3) not-for-profit corporation which provides services and operates programs that promote healthy lifestyles, strong families and positive youth development to the general public, regardless of ability to pay. The Greater Wichita YMCA owns eight facilities: seven in Sedgwick County, including six in Wichita and Camp Hyde. As a 501(c)(3) organization, the YMCA is eligible for tax-exempt bond financing under the Federal Tax Code, which significantly reduces borrowing costs.

The Greater Wichita YMCA intends to use the bond proceeds to replace the existing 50-year-old Central Branch facility with a three-story, 110,000 square foot LEED-certified building, including construction, furniture, equipment and additional parking. The existing facility will remain open during construction and will be demolished afterwards for parking. The current facility serves 15,000 members and participants annually; the new Central Branch YMCA is projected to serve 30,000 children and adults. The Greater Wichita YMCA will also move its corporate offices into the facility. When the new facility is opened, the YMCA will add 50 new jobs, both full and part-time, to the current staff of 55.

SOURCES OF FUNDS

Industrial Revenue Bond proceeds	\$23,000,000
Other funds contributed by the YMCA	<u>200,000</u>
Total Project Funding:	\$23,200,000

USES OF FUNDS

Construction costs	\$ 20,000,000
Equipment costs	1,500,000
Professional fees	1,500,000
Cost of issuance	<u>200,000</u>
Total Cost of Project:	\$23,200,000

In addition to the costs outlined above, the Greater Wichita YMCA has already purchased or received donations of additional land needed for the project. Pledged cash donations, to the extent received, will be used to pay a portion of the principal and interest on the bonds during the first five years of amortization. The bonds will be privately placed with a financial institution or sold to an underwriter for public offering. The City's contract bond counsel firm of Kutak Rock, LLP will serve as bond counsel for this issue.

Letter of Support - Community Service Tax Credits

The Greater Wichita YMCA wishes to apply to the Kansas Department of Commerce for Community Service Tax Credits (CSTCs) to assist with its capital campaign. CSTCs are state income tax credits which can be provided to donors in a capital campaign in amounts equal to 50% of the amount of the donation. Since tax credits reduce the donor's tax liability on a dollar-for-dollar basis, the 50% tax credits are the equivalent of a state match for donations received in this manner. To ensure that projects receiving tax credit support serve a community-wide purpose, the State requires a letter of support from the local governing body of the community as part of the application package. A draft letter of support for this project is attached hereto.

Financial Considerations: The Greater Wichita YMCA agrees to pay all costs of issuing the bonds and agrees to pay the City's \$2,500 annual IRB administrative fee for the term of the bonds.

The Center for Economic Development and Business Research at Wichita State University has conducted a fiscal impact analysis for this project and reports the following ratios of benefits to costs:

City of Wichita	1.03 to one
General Fund	1.04 to one
Debt Service Fund	1.05 to one
Sedgwick County	1.02 to one
U.S.D. 259	1.04 to one
State of Kansas	1.74 to one

Goal Impact: Quality of Life and Core Area Neighborhood. Providing tax-exempt financing to not-for-profit service providers ensures continued high-quality of life amenities for residents and visitors; and project promotes revitalization of the City's core area.

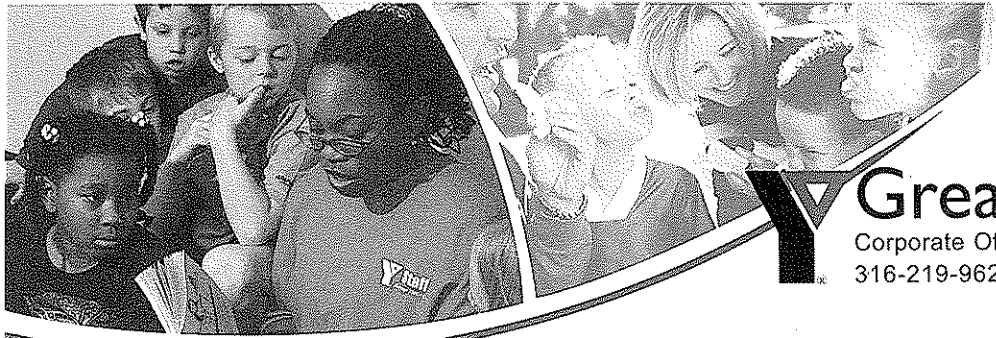
Legal Considerations: Bond documents needed for the issuance of the bonds will be prepared by bond counsel. The Law Department will review and approve the form of bond documents prior to the issuance of any bonds.

The Greater Wichita YMCA has requested that it be allowed to substitute a bank letter of credit ("LC") for a construction performance bond. Charter Ordinance 177 requires that IRB tenants provide surety instruments guaranteeing completion of construction in amounts approved by the City. A bank letter of credit can satisfy this requirement, and in past instances the City has agreed to LC amounts equal to or greater than the largest construction draw amount.

The YMCA anticipates the project property will be exempt from property taxes with respect to use of the property by a 501(c)(3) corporation and therefore does not request a property tax abatement under IRB authority. Non-profits, like cities, are required to apply to the Kansas Court of Tax Appeals for tax exemption of property even though it is exempt by right. Because the City will hold title to the bond-financed property during the term of the IRBs, the YMCA requests that the City join in its application for tax exemption.

Recommendations/Actions: It is recommended that the City Council: (1) close the public hearing; (2) approve the Letter of Intent for Industrial Revenue Bonds for the Greater Wichita YMCA in the amount not to exceed \$23,000,000; (3) approve the use of a bank letter of credit in place of a performance bond; (4) approve the Letter of Support for Community Service Tax Credits; and (5) authorize the City to join the YMCA's tax exemption application and approve the necessary signatures.

Attachments: Request for IRB Letter of Intent
Draft Letter of Support



Greater Wichita YMCA

Corporate Office ♦ 340 S. Broadway #200 ♦ Wichita, KS 67202
316-219-9622 ♦ 316-858-1540 (fax) ♦ www.ymcawichita.org

January 28, 2011

Mayor Brewer and Members of the City Council
City of Wichita
City Hall – 455 N Main, 13th Floor
Wichita, KS 67202

Re: Proposed \$ 23.0 MM City of Wichita, Kansas
Industrial Revenue Bonds
(\$23,000,000.00)

Dear Mayor Carl Brewer and Council Members:

This letter is to request approval by the governing body of the City of Wichita, Kansas, of a Letter of Intent to issue its Industrial Revenue Bonds in an amount not to exceed \$23MM. The proceeds of the proposed Bonds will be used to finance the cost of constructing and equipping a new Central Family YMCA Branch located at 402 N Market, which will be leased to The Young Men's Christian Association of Wichita, Kansas, until the bonds are repaid. Upon payment of the bonds, ownership of the Central Family YMCA will revert to The Young Men's Christian Association of Wichita.

1. Name and Address of Applicant

The Young Men's Christian Association of Wichita, Kansas
Dba Greater Wichita YMCA
340 S Broadway #200
Wichita, KS 67202
Telephone: (316) 219-9622 ext. 5550
Fax: (316) 858-1540
Attention: Dennis Schoenebeck
Email address: dennis@wichitaymca.org

2. Key Officers and Employees of Proposed Beneficiary

President:	Jim Hattan
Secretary:	Tim Alexander
Treasurer:	Helen Healy
General Executive:	Dennis Schoenebeck
Operations Director:	Brad Martell
Business Manager:	William Schmitz

Andover Branch YMCA
Robert D. Love Central Branch YMCA
East Branch YMCA
El Dorado Branch YMCA
North Branch YMCA
Northwest Branch YMCA
Richard A. DeVore South Branch YMCA
West Branch YMCA
YMCA Child Care/Camp Branch
Camp Hyde Branch
YMCA Community Development Branch

1115 E. US Highway 54, Andover, KS 67002
402 N. Market, Wichita, KS 67202
9333 E. Douglas, Wichita, KS 67207
300 N. Main, El Dorado, KS 67042
3330 N. Woodlawn, Wichita, KS 67220
13838 W. 21st St. North, Wichita, KS 67235
3405 S. Meridian, Wichita, KS 67217
6940 Newell, Wichita, KS 67212
402 N. Market, Wichita, KS 67202
402 N. Market, Wichita, KS 67202
402 N. Market, Wichita, KS 67202

(316) 733-9622
(316) 264-9374
(316) 685-2251
(316) 320-9622
(316) 858-9622
(316) 260-9622
(316) 942-5511
(316) 942-2271
(316) 264-1610
(316) 264-1610
(316) 264-4066

(316) 733-7684 (fax)
(316) 264-0757 (fax)
(316) 685-2254 (fax)
(316) 322-0055 (fax)
(316) 858-1541 (fax)
(316) 260-9680 (fax)
(316) 942-8936 (fax)
(316) 942-4829 (fax)
(316) 264-0757 (fax)
(316) 264-0757 (fax)
(316) 264-0757 (fax)

Our Mission: To put Christian principles into practice through programs that promote healthy lifestyles, strong families and positive youth development to build healthy spirit, mind and body for all, regardless of ability to pay.

We build strong kids, strong families, strong communities.

3. A General Description of the Nature of the Business of the Proposed Beneficiary

The Greater Wichita YMCA is a volunteer led 501 (c)(3) not-for-profit Kansas corporation whose mission is to put Christian principles into practice through programs that promote healthy lifestyles, strong families, and positive youth development to build healthy spirit, mind and body for all, regardless of ability to pay. The Greater Wichita YMCA owns eight facilities: seven in Sedgwick County, including six in the City of Wichita and Camp Hyde located near Viola, and one in Butler County in the City of El Dorado. The Greater Wichita YMCA leases the Andover Branch YMCA in Butler County from the City of Andover, executed under a 2007 IRB issuance.

4. A General Description of the Proposed Project

To meet the needs of underserved families in Wichita's core, the Y intends to use the proceeds of the bonds to replace an outdated 50-year-old facility with a new three-story 110,000 sq. ft., family-friendly, LEED certified branch, including construction, furniture, equipment, and additional parking. The existing facility will remain open during construction and will be demolished later for parking.

5. The proposed project will be located at 402 N Market, Wichita, Sedgwick county, Kansas 67202

6. Statement of projected benefits to the City of Wichita

The new Central Family YMCA will support the community through jobs not only during the construction, but it will also create an additional 50 permanent jobs (both full & part-time) upon its opening. The new Central Family YMCA will also be home of the Greater Wichita YMCA's corporate offices. The YMCA has been part of downtown Wichita for 125 years, and the new facility will serve as a flagship YMCA for Wichita, as well as a hub of activity for the community. To this end, the current facility serves 15,000 members and participants annually, while the new Central Family YMCA will double participation, serving 30,000 local kids and adults. This additional activity in the City's core enhances and supports the City's downtown development plan.

Furthermore, the new Central Family YMCA will bring services to an underserved, at-risk, low-income region of the community. There are 103,085 people living within 3 miles of this new facility with 31% living in households earning less than \$25,000 per year, 20% are under the age of 18, and 39% are minorities. Throughout the city, the YMCA serves an average of two-thirds of all youth; however, in the region surrounding the Central YMCA only one-third of area youth are served with recreational and youth development activities. The new family-friendly YMCA will serve an additional 15,000 people with many of these

being area youth. In addition, 50% of all participants at this new facility will receive free and assisted programs.

This new facility will also serve the 22,000 individuals working downtown, as well as, tourists visiting the area. Additionally, the beautiful new, three-story Central Family YMCA will showcase the City's commitment to healthy living and family values as the construction replaces several outdated buildings.

7. The Dollar Amount of the Bonds Requested.

The total principal amount of the Bonds requested is \$ 23MM.

8. A Detailed Breakdown of the Estimated Costs.

Uses: Construction, Prof. Fees & Equip Costs: \$ 23,000,000

Sources: Bond Proceeds: \$ 23,000,000

Estimated underwriting and misc. fees \$200,000

Land has already been donated and purchased. Capital pledges to the extent raised, will be financed over a five year period. The Y will pay issuance costs.

9. Underwriters including Commerce Bank, Bank of America and at least two others have been or will be asked to submit proposals by February 15th for review and recommendation to the corporate board by the YMCA's Finance Committee on February 24th.

10. Name and Address of Bond Counsel to be Utilized In Connection with the Issuance of the Bonds.

Bond Counsel

Kutak Rock, LLP

1010 Grand Blvd # 500

Kansas City, MO 64106-2220

Telephone: 816-502-4665

Attention: Ms. Dotty Riley

Email: dotty.riley@kutakrock.com

The YMCA agrees to pay the City's Bond Counsel Kutak Rock all fees and out-of-pocket expenses for work associated with the intended or actual IRB issuance.

Applicant's Counsel will likely be

Fleeson Gooing Coulson & Kitch, LLC

125 N Market St Ste 1600

Wichita, KS 67202

Telephone: (316) 267-7361

Fax: (316) 267-1754

Attention: Mr. Eric Engstrom

Email: jengstrom@fleeson.com

11. A Statement Relative to Ad Valorem Taxes

The Greater Wichita YMCA does not request an exemption from Kansas ad valorem property taxes in connection with the issuance of the bonds. The YMCA anticipates that the property will be exempt from property taxes by virtue of its use by a 501 (c)(3) corporation and requests that the City of Wichita join the YMCA as co-applicant in the request for property tax exemption upon or shortly after, bond closing.

12. Administrative Service Fee Agreement.

The Applicant agrees to make a payment to the City to reimburse the City for administrative costs in the amount of \$2,500.00 per year commencing one year after the delivery of the bonds, for the life of the bond issue. In addition, the Applicant will pay all costs of the City relative to the issuance of the Bonds, regardless of whether or not the bonds are actually approved and/or issued.

13. Brief Statement Relative to the Effects of the Proposed Expansion on the Ambient Air Quality of the City of Wichita and Sedgwick County.

The proposed expansion will have no effect on the ambient air quality of the City of Wichita and Sedgwick County, nor are there any other anticipated adverse environmental effects. The Greater Wichita YMCA will agree to comply with the City's policies and requirements relating to environmental matters. The new downtown branch will be LEED certified.

14. A Brief Statement With Respect to Equal Employment Opportunity

The applicant will comply with all policies of the City of Wichita with respect to equal employment opportunity.

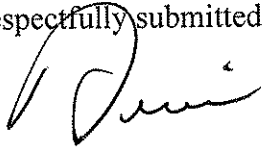
15. Financial Information

Financial information is not provided with this letter under the exception where the bonds will either be privately placed or secured by bond insurance or a letter of credit.

To permit the Greater Wichita YMCA to finalized the financing for the expansion, it is requested at this time that the City Council authorized the Mayor to execute a Letter of Intent for and on behalf of the City whereby the City indicates its intent to issue not to exceed \$ 23MM of its Industrial Revenue Bonds for the purposes described herein. Applicant respectfully requests that such Letter of Intent be valid for a period of six months so that the bonds may be issued simultaneously with the early stages of construction.

Applicant is aware that such a Letter of Intent is only an indication of the intent of the City to issue the proposed Bonds to assist in financing the project and that such Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of the Bond Ordinance, Trust Indenture, Lease Agreement, Guaranty Agreement and other related documents. However, upon issuance of such Letter of Intent, Applicant is prepared to proceed in reliance thereon. Should there be any further questions or information which the City may require in evaluating this application, we will be most happy to discuss such matters.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dennis', written over the closing text.

Dennis Schoenebeck
General Executive, Greater Wichita YMCA

February 15, 2011

Kansas Department of Commerce
Community Service Program
1000 S.W. Jackson Street, Suite 100
Topeka, Kansas 66612-1354

Dear Mr. Harris,

Please give positive consideration to the application from the YMCA of Wichita, Kansas for Community Service Tax Credits, to support its efforts to raise funds for the new Central Branch YMCA. The YMCA wishes to replace an outdated 50-year-old facility with a new three-story 110,000 sq. ft., family-friendly, LEED certified branch facility and parking at 402 N. Market, in downtown Wichita.

The new Central Branch YMCA will not only support the community through construction jobs and by adding 50 permanent jobs, the new Central Branch YMCA will bring services to an underserved, at-risk, low-income region of the community, where 31% of the households earn less than \$25,000 per year, 20% of the people are under the age of 18, and 39% are minorities. It is anticipated that 50% of all participants at this new facility will receive free and assisted programs.

The new Central Branch YMCA will also advance the City's efforts to revitalize downtown Wichita. The YMCA has been part of downtown Wichita for 125 years, and the new facility will serve as a flagship YMCA for the region and will also be home of the Greater Wichita YMCA's corporate offices. This new facility will serve the 22,000 individuals working downtown, as well as tourists visiting the area.

The Wichita City Council approved a motion on February 15, 2011 authorizing this letter of support for the YMCA's application for Community Service Tax Credits. Thank you in advance for your consideration.

Sincerely,

Carl Brewer
Mayor

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (Spartech, Inc.) (District V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the Public Hearing and place Ordinance on first reading.

Background: Spartech Corporation (“Spartech”), located at 1444 South Tyler Road in southwest Wichita is a plastics manufacturing company that produces sheet and rollstock plastic for a variety of industries. Spartech is consolidating some of their nationwide operations and worked with the Greater Wichita Economic Development Coalition (GWEDC) to expand the plant in Wichita and transfer work here from other facilities in the U.S. Working with the City, Sedgwick County and the State of Kansas, the GWEDC developed an incentive package, which was approved by City Council on April 20, 2010 and which included a forgivable loan in the amount of \$15,000 and a 50% property tax exemption under the Economic Development Exemption (EDX) Program on the construction of a new manufacturing facility.

After submitting a letter of intent to the City, the company recently expanded its existing facility by 25,000 square feet. Spartech is now requesting approval of the EDX exemption.

Analysis: Spartech was founded in downtown Wichita in 1964 as Pawnee Plastics, Inc. and moved to the current location on Tyler Road in 1967. Spartech purchased Pawnee Plastics, Inc. in 1994.

Spartech Corporation is a leading producer of plastic products including polymeric compounds, concentrates, custom extruded sheet and rollstock products and packaging technologies for a wide spectrum of customers. The company’s three business segments, which operate facilities in the United States, Mexico, Canada, and France, annually process more than 1 billion pounds of plastic resins, specialty plastic alloys, and color and specialty compounds.

Prior to the current expansion, Spartech operated in a 63,000 square foot facility on Tyler Road. Spartech also leases over 100,000 square feet of warehouse space at the Garvey Complex nine (9) miles south of the plant on Hoover Road. In addition to expanding its manufacturing space by adding 25,000 square feet, the current expansion project also includes leasing an additional 35,400 square feet of warehousing space. Spartech is also investing approximately \$3,700,000 in new machinery and equipment. Spartech exports 50% of its products out of Kansas.

Spartech currently has 75 employees in Wichita; the company plans to add an additional 18 jobs to support the new facility over the next five years, for a total local employment of 93 by 2015. The average wage for the new jobs will be \$35,000 per year. Under the Economic Development Incentive Policy, Spartech is eligible for a 50%, 5+5-year property tax abatement based on the combined investment and job creation commitment.

Financial Considerations: Based on the 2010 mill levy, the estimated tax value of exempted property for the first full year is approximately \$10,961.10. The value of the 50% real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 2,904	State	\$ 135
County	\$ 5,663	USD 259	\$ 5,123

Wichita State University's Center for Economic Development and Business Research performed a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita	3.14 to one
City of Wichita – General Fund	2.90 to one
City of Wichita – Debt Service	3.56 to one
Sedgwick County	2.62 to one
USD 259	2.00 to one
State of Kansas	34.65 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The Law Department has approved the attached Ordinance and Economic Development Incentive Agreement as to form.

Recommendations/Actions: It is recommended that City Council close the public hearing, and approve first reading of the Ordinance granting Spartech Inc. a 50% tax exemption on the identified real property improvements for a five year term, plus a 50% tax exemption for a second five-year term, subject to City Council review.

Attachments: Ordinance, Economic Development Incentive Agreement

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Exemption (InfoNXX, Inc.) (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve a one-year extension.

Background: On December 13, 2005, the City Council approved a 100% property tax exemption for InfoNXX, Inc., located at 8400 East 32nd Street North in Northeast Wichita. The City issued Industrial Revenue Bonds (IRB) to finance the cost of equipping a customer service center facility in the former MCI Building, at a cost of \$6,000,000.

The City Council approved the property tax exemption for an initial term of five years with a second five-year term subject to review by the City Council at the end of the first five-year term.

Analysis: InfoNXX, Inc. was founded in 1992 and grew to become the largest non-carrier directory assistance (DA) and enhanced information services to leading communications companies, businesses and consumers located principally in the United States, United Kingdom, France, and Italy. In the U.S., the Company provides non-branded, outsourced DA and related services under contract arrangements primarily to leading wireless carriers such as Sprint PCS, Verizon Wireless, U.S. Cellular and Dobson, among others. InfoNXX also provides outsourced DA to various cable telephone carriers and competitive local exchange carriers such as Cox Communications, Comcast, and XO.

As a condition of the exemption, InfoNXX committed to hire at least 944 new employees at a weighted average wage rate of \$9.82 per hour. The company committed to capital investment of \$6,000,000 in furnishings, fixtures and equipment. The company received 100% tax abatement on all bond-financed property for an initial five-year period plus an additional five years following City Council review and approval.

A measure of InfoNXX's initial five-year project commitments and outcomes are as follows:

<u>2005 Commitment</u>	<u>2010 Status</u>
Purchase furniture, fixtures and equipment for a capital investment of \$6 million	Invested \$7,331,379 million in FF&E
Create 944 new jobs in five years	Created 870 new jobs; current job level is 185

According to information provided by the company, InfoNXX reached a high of 870 employees in 2008; however, due to economic downturns and market conditions, InfoNXX has reduced its employment footprint in Wichita, bringing the current employment to 185.

The City Council has approved a policy for extending economic development incentives for non-compliant companies, based on performance measures. The performance measures to be evaluated include whether the company's peak job creation numbers met the requirements at some time during the review period, whether capital investments were made as committed, and whether the required return on investment threshold of 1.3 to one was actually met.

The policy also uses WSU's annual Current Conditions Index as a threshold indicator of how the general economic conditions impact a company's ability to perform. If a significant decrease in the Index has occurred from the time the incentives were approved to the time of the review, the company may qualify for an extension of incentives if a majority of the above-mentioned performance measures were met.

InfoNXX has met two out of three of the performance measures. As shown above, it completed the capital investment above the \$6,000,000 commitment and the actual return on investment remains above the 1.3 to one threshold; however, the actual peak job creation in 2008 was only 870, 74 less jobs than committed. Since 2005, the WSU Current Conditions Index has decreased 19 points from 107 to 88.

Financial Considerations: New benefit-to-cost ratios are as follows:

City of Wichita	2.92 to one
General Fund	2.35 to one
Debt Service	4.10 to one
Sedgwick County	2.10 to one
USD 259	1.00 to one
State of Kansas	8.35 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an extension ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The second five-year tax exemption on real property in conjunction with the original expansion project is at the discretion of the Council.

Recommendations/Actions: It is recommended that City Council approve a one-year extension of the tax exemption for InfoNXX, Inc. and review the exemption at the end of 2011.

Attachments: None

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Abatement (CAP Carpet) (District V)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Deny the extension.

Background: On April 5, 2005, the City Council approved a 90% property tax exemption for CAP Carpet Inc., located at 535 S. Emerson, near Taft and Ridge Road in west Wichita. The City issued Industrial Revenue Bonds (IRB) to finance the construction of a new 52,135 square foot distribution center and corporate headquarters building. The bond-financed property is leased to Ridge Plaza Ventures, L.L.C. a related entity to CAP Carpet, and the real property is sub-leased to CAP Carpet.

The City Council approved the property tax exemption for an initial term of five years with a second five-year term subject to review by the City Council at the end of the first five-year term.

Analysis: The Aircraft Interior Products division, located within the headquarters facility of CAP Carpet, is a leading worldwide supplier of carpet, fabric, leather and utility flooring to the aircraft industry. CAP Carpet also markets flooring product both on a wholesale and retail basis through various locations in the Midwest, including Wichita; Topeka; Urbandale, IA; LaVista, NE; and Lee's Summit, MO. CAP Carpet imports products from Europe and Asia to its Wichita warehouses as well as making stock purchases for distribution to its various sites.

As a condition of the exemption, CAP Carpet committed to adding 37 new jobs over five years to its base of 50 employees, at an average wage of \$42,066 per year. The company committed to capital investment of \$3,950,000 in land acquisition, new construction and furnishings and equipment. The company received a 90% tax abatement on all bond-financed property except land for an initial five-year period plus an additional five years following City Council review and approval.

CAP Carpet's five-year project commitments and outcomes:

2004 Commitment

Construct new building and purchase land and equipment for a capital investment of \$3,950,000

Create 37 new jobs in five years

2010 Status

Invested \$5,190,856 in total capital expenditures (including \$3,950,000 in IRB proceeds)

Created 19 new jobs, currently 15 above base

CAP Carpet reached a high of 69 employees in 2008; however, economic downturns and market conditions have forced CAP Carpet to lay off a number of employees bringing the current employment to approximately 65.

The City Council has approved a policy for extending economic development incentives for non-compliant companies, based on performance measures. The performance measures to be evaluated include whether the company's peak job creation numbers met the requirements at some time during the review period, whether capital investments were made as committed, and whether the required return on investment threshold of 1.3 to one was actually met.

The policy also uses WSU's annual Current Conditions Index as a threshold indicator of how the general economic conditions impact a company's ability to perform. If a significant decrease in the Index has occurred from the time the incentives were approved to the time of the review, the company may qualify for an extension of incentives if a majority of the above-mentioned performance measures were met.

CAP Carpet has only met one of the three performance measures. As shown above, they invested \$1,240,856 more in capital expenditures than the \$3,950,000 committed. However, the company reached peak job creation of only 19 new jobs out of 37 committed. The actual return on investment does not exceed the 1.3 to one threshold. Since 2005, the WSU Current Conditions Index has decreased 21 points from 109 to 88.

Financial Considerations:

The cost/benefit analysis performed by Wichita State University's Center for Economic Development and Business Research based on actual job creation, payroll and capital investments reflects cost/benefit ratios as follows:

City of Wichita	1.20 to one
General Fund	1.13 to one
Debt Service	1.33 to one
Sedgwick County	1.11 to one
USD 259	1.00 to one
State of Kansas	4.68 to one

Goal Impact: Economic Vitality and Affordable Living. Granting ad valorem property tax exemptions help businesses remain competitive and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: Under the IRB lease, the City Council reserves the right to terminate the exemption at the end of the first five-year period. Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

Recommendations/Actions: It is recommended that the City Council deny an extension of the tax exemption on CAP Carpet Inc's IRB bond-financed property.

Attachments: None

**City of Wichita
City Council Meeting
February 15, 2010**

TO: Mayor and City Council

SUBJECT: Extension of IRB Tax Abatement (Big Dog Motorcycles, Inc.) (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the extension.

Background: On September 9, 2003, the City Council approved the issuance of Industrial Revenue Bonds (IRBs) in the amount of \$1,100,000 for Big Dog Motorcycles (“Big Dog”), which were in addition to \$2,000,000 issued in 2000. The 2003 bond proceeds were used to finance construction of an 18,000 square foot warehouse building at 1520 East Douglas to create space for additional offices and manufacturing activities in the main plant. The warehouse is used for motorcycle storage, parts storage, receiving and quality control. On December 2, 2008, the City Council approved a one-year extension of the abatement based on the loss of jobs. On December 15, 2009, the City Council approved an additional one-year extension based on staff proposed performance measures. Big Dog is requesting a third one-year extension of the property tax exemption.

Analysis: Since IRBs were originally issued in 2000, Big Dog exceeded its commitment in employment and had a base of 257 employees in 2003. In connection with the 2003 improvement project, Big Dog committed to adding 40 new jobs to its current employment within five years and construction of a new warehouse building at a cost of \$1,100,000.

A measure of Big Dog’s initial five-year project commitments and outcomes are as follows:

<u>2003 Commitment</u>	<u>2010 Status</u>
Construct new warehouse building	Completed new warehouse building at a cost of approximately \$1,100,000
Create 40 new jobs in five years	Created 79 new jobs; then laid off 299

Big Dog reached a high of 336 employees in 2005; however, economic downturns and market conditions have forced Big Dog to lay off a number of employees bringing the current employment to approximately 37. Although total employment and payroll for Big Dog has decreased, the average wages have increased from \$31,031 in 2003 to \$63,730.

The City Council has established a policy for extending economic development incentives for non-compliant companies, based on performance measures. The performance measures to be evaluated include whether the company’s peak job creation numbers met the requirements at some time during the review period, whether capital investments were made as committed, and whether the required return on investment threshold of 1.3 to one was actually met.

The policy also uses WSU’s annual Current Conditions Index as a threshold indicator of how the general economic conditions impact a company’s ability to perform. If a significant decrease in the Index has occurred from the time the incentives were approved to the time of the review, the company may qualify for an extension of incentives if a majority of the above-mentioned performance measures were met.

Big Dog has met all three of the performance measures. As shown above, they reached peak job creation in 2007 that exceeded the 40 new jobs and completed the capital investment. The actual return on investment exceeds the 1.3 to one threshold. Since 2003, the WSU Current Conditions Index has decreased 10% from 98 to 88.

Financial Considerations: The cost/benefit analysis performed by Wichita State University's Center for Economic Development and Business Research based on actual job creation, payroll and capital investments reflects cost/benefit ratios as follows:

City of Wichita	2.13 to one
General Fund	1.83 to one
Debt Service	2.67 to one
Sedgwick County	1.62 to one
USD 259	1.00 to one
State of Kansas	21.77 to one

Goal Impact: Economic Vitality and Affordable Living. Granting ad valorem property tax exemptions help businesses remain competitive and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: Under the IRB lease, the City Council reserves the right to terminate the exemption at the end of the first five-year period. Each year, the City must re-certify to the County Clerk that the exempted property is still eligible in order to continue the property tax exemption for that year. This allows the City Council to review non-complying companies each year and revisit the decision to extend the exemption.

Recommendations/Actions: : It is recommended that the City Council extend the tax exemption on the property financed by Big Dog Motorcycle's 2003 IRB issue for a one-year period and review further extension at the end of year 2011.

Attachments: None

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Petition to approve a Community Improvement District for Cabela's (District II)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Accept the petition and adopt the resolution setting a public hearing for consideration of the establishment of a Community Improvement District.

Background: In 2009, the Kansas Legislature enacted, and the Governor signed into law, the Community Improvement District Act (CID Act), which allows property owners to petition cities or counties to create districts in which certain special taxes are imposed and the resulting revenue used to fund certain public and private improvements and the payment of certain ongoing operating costs, within the districts. In April, 2010 the City Council adopted a policy which addresses how the City will utilize the tool and outlined the approval process. In December, 2010, the City Council amended the CID Policy to require a public purpose statement in a CID petition, limit the maximum eligible reimbursement amount to 125% of the projected CID revenue, require that notice of public hearing be provided to any existing occupants within the district, and require signs to be posted next to store entrances.

Commercial developer Regency Development Co., LLC has submitted a petition on behalf of Cabela's for creation of a Community Improvement District (CID) for the development of a Cabela's store at the southwest corner of the intersection of Highway K-96 and Greenwich Road. The petition is signed by Regency Development Co. as owner of the 100% of the land comprising the proposed CID at the request of Cabela's pursuant to a contract for purchase of a portion of the land.

Analysis: Cabela's plans to purchase approximately 9.4 acres within the proposed CID and construct an 80,000 square foot outdoor sporting goods store. The estimated total cost of the project is \$28,078,436, a portion of which will be paid by CID. The petition also lists infrastructure, site improvements, parking, landscaping and operating costs as eligible for CID reimbursement. The maximum eligible amount for reimbursement by CID identified in the petition is \$17,198,360 based on 125% of the projected tax revenue. The proposed amount of Community Improvement District sales tax for the district is 1.2% which will be distributed on a pay-as-you-go basis for up to 22 years. The additional 0.2% sales tax is intended to contribute to the cost of a possible interchange improvement at K-96 and Greenwich.

Public Purpose Statement: The public purpose of the Project is to encourage significant economic activity in the City of Wichita by facilitating a new location for a major national retailer that is not already located in the market and the construction of significant public infrastructure in the form of a new interchange. The result will be a substantial increase in commercial sales, jobs, tax revenues for the local taxing jurisdictions, new shopping opportunities for the citizens of the City of Wichita, and tourism from regional consumers, as well as a substantial improvement to the area's public infrastructure system.

The Office of Urban Development is conducting a background check on Cabela's and will report any significant negative findings at the City Council meeting on February 15, 2011. Cabela's is a publicly held company with 30 stores in 20 states, which results in a large number of public records to check. The company has requested that creation of the CID be completed by the time its due diligence period in the

real estate contract expires at the beginning of April. To accomplish this it is necessary to pass a resolution on February 15, 2011 in order to hold a public hearing and establish the district by ordinance before the end of March.

To establish a CID, the City Council must first adopt a resolution which states that the Council is considering the establishment of the CID and sets a date for a public hearing on the matter. The resolution must then be published at least once each week for two consecutive weeks and be sent by certified mail to all owners and by regular mail to all occupants of property within the proposed CID. Given this process, the earliest date a public hearing may be held for this project would be March 8, 2011. After closing the public hearing, the City Council may adopt an ordinance establishing the district.

Financial Considerations: The cost of mailing the Resolution to all owners and occupants of property located within the proposed district will be charged to the Economic Development Fund and will be repaid with administrative fees collected from the district.

Cabela's has requested pay-as-you-go financing. The City will not issue debt for this project. Proceeds will be held by the City and disbursed pursuant to a development agreement. The City will withhold 5% of the CID revenues distributed by the State, after giving credit for the \$5,000 application fee, and disperse the balance of the CID proceeds to the developer until the maximum amount identified in the petition (\$17,198,360) has been reimbursed or the 22-year term has expired, whichever is earlier.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. This project facilitates development of a much sought-after national retail store in the City, which attract visitors from a wide area. Business prospects and workers seeking to relocate are attracted to a city that offers attractive shopping options.

Legal Considerations: State Law allows Community Improvement Districts to be established by Ordinance following a public hearing. The form of the petition and resolution has been approved by the Law Department as to form.

Recommendation/Action: It is recommended that the City Council accept the petition and adopt the resolution setting a public hearing on March 8, 2011 for consideration of the establishment of a Community Improvement District.

Attachments: Resolution and Petition

Published in the Wichita Eagle on February 18 and February 25, 2011

RESOLUTION NO. 11-027

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING CONCERNING ADVISABILITY OF THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT WITHIN THE CITY AND THE PROPOSED LEVY OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX PURSUANT TO K.S.A. 12-6a26 *ET SEQ.*, AS MAY BE AMENDED.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq.*, as amended (the "Act"), the City of Wichita, Kansas (the "City"), is authorized to create a community improvement district as provided in the Act to provide for the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, restoration, replacement, repair, furnishing and equipping of buildings, structures, facilities, sidewalks, roads, parking lots, traffic signs and signals, utilities, pedestrian amenities, drainage, water, storm and sewer systems, underground gas, heating and electrical services and extensions, water mains and extensions, site improvements, street lights, lighting, street light fixtures, benches, awnings, canopies, walls, trees, landscapes and other cultural amenities (collectively, the "CID Projects" or each a "CID Project"); and

WHEREAS, upon proper petition, the Act further authorizes the City, in order to pay the costs of any project which is a CID Project, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a community improvement district in any increment of .10% or .25% not to exceed 2% (a "CID Sales Tax") and to reimburse the costs of the such project pursuant to pay-as-you-go financing and/or the issuance of special obligation notes and bonds payable from such community improvement district sales tax; and

WHEREAS, a petition (the "Petition") has been filed with the City Clerk of the City proposing the creation of a community improvement district pursuant to the Act (the Greenwich & K-96 CID"), the completion of a project relating thereto as more particularly described on Exhibit A attached hereto (the "Project"), and the imposition of a CID Sales Tax in order to pay the costs of the Project; and

WHEREAS, the Petition was signed by the owners of all of the land area within the proposed Greenwich & K-96 CID; and

WHEREAS, the proposed Greenwich & K-96 CID is located near the southwest corner of the intersection of Greenwich Road and K-96 highway in the Regency Lakes Shopping Center within the City; and

WHEREAS, the petition proposes that the City impose a one and two tenths percent (1.2%) CID Sales Tax within the Greenwich & K-96 CID which may be levied by ordinance following the hearing; and

WHEREAS, the Act provides that prior to creating any community improvement district, the City shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and authorizing a CID Project therein and the proposed CID Sales Tax within such district which may be levied by ordinance and shall give notice of said public hearing in accordance with the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AS FOLLOWS:

1. Notice is hereby given that a public hearing to consider the advisability of the creation by the City of the Greenwich & K-96 CID and the imposition by the City of a one and two tenths percent (1.2%) CID Sales Tax within the Greenwich & K-96 CID shall be held on March 8, 2011, beginning at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas.

2. The general nature of the proposed Project to be constructed within the proposed Greenwich & K-96 CID is set forth on Exhibit A attached hereto and incorporated by reference herein.

3. The estimated cost of the Project within the proposed Greenwich & K-96 CID is \$28,078,436.

4. The Project within the proposed Greenwich & K-96 CID will be financed on a pay-as-you-go basis from revenues received from the imposition of a one and two tenths percent (1.2%) CID Sales Tax up to a maximum amount of \$17,198,360 within the proposed Greenwich & K-96 CID.

5. A legal description of the proposed Greenwich & K-96 CID is set forth in Exhibit B attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the proposed Greenwich & K-96 CID is attached hereto as Exhibit C and incorporated herein by reference.

6. The City Clerk shall give notice of the public hearing in accordance with the provisions of the Act by publishing this resolution at least once each week for two consecutive weeks in the newspaper and sending this resolution by certified mail to all owners. The second publication of this resolution shall occur at least seven days prior to the date of hearing and the certified mailed notice shall be sent at least ten days prior to the date of hearing.

ADOPTED by the Governing Body this 15th day of February, 2011.

APPROVED and SIGNED by the Mayor the 15th day of February, 2011.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

EXHIBIT A

PROJECT

The general nature of the proposed projects (the “Projects”) is to partially finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, for the construction of a Cabela’s retail center and contribution to a possible highway interchange improvement at K-96 and Greenwich, including, but not limited to: land acquisition, infrastructure related items, streets, sidewalks, parking lots and facilities, buildings, facilities, tenant improvements, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the District, marketing, advertisement and economic development, cleaning and maintenance, and the City’s administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

EXHIBIT B
LEGAL DESCRIPTION

A tract of land lying north of and adjacent to the north line of Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, to the north side of south lane of Kansas Highway 96, EXCEPT the right-of-way of Greenwich Road, lying within the east 1425 feet of the Southeast Quarter, Section 4, Township 27 South, Range 2 East, of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas.

CONTAINING: 15.69 acres of land, more or less.

AND

A tract of land lying within a portion of Lot 10, Block 1, Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said Lot 10, thence along the north line of said Lot 10 on a platted bearing of S83°46'10"E, 168.62 feet; thence parallel with and 33.69 feet west of the east line of said Lot 10, S01°00'03"E, 254.27 feet to the south line of said Lot 10; thence along said south line, S88°59'57"W, 167.28 feet to the southwest corner of said Lot 10; thence along the west line of said Lot 10, N01°00'03"W, 275.50 feet to the POINT OF BEGINNING,

TOGETHER WITH,

A tract of land lying within a portion of Lot 11, Block 1, Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

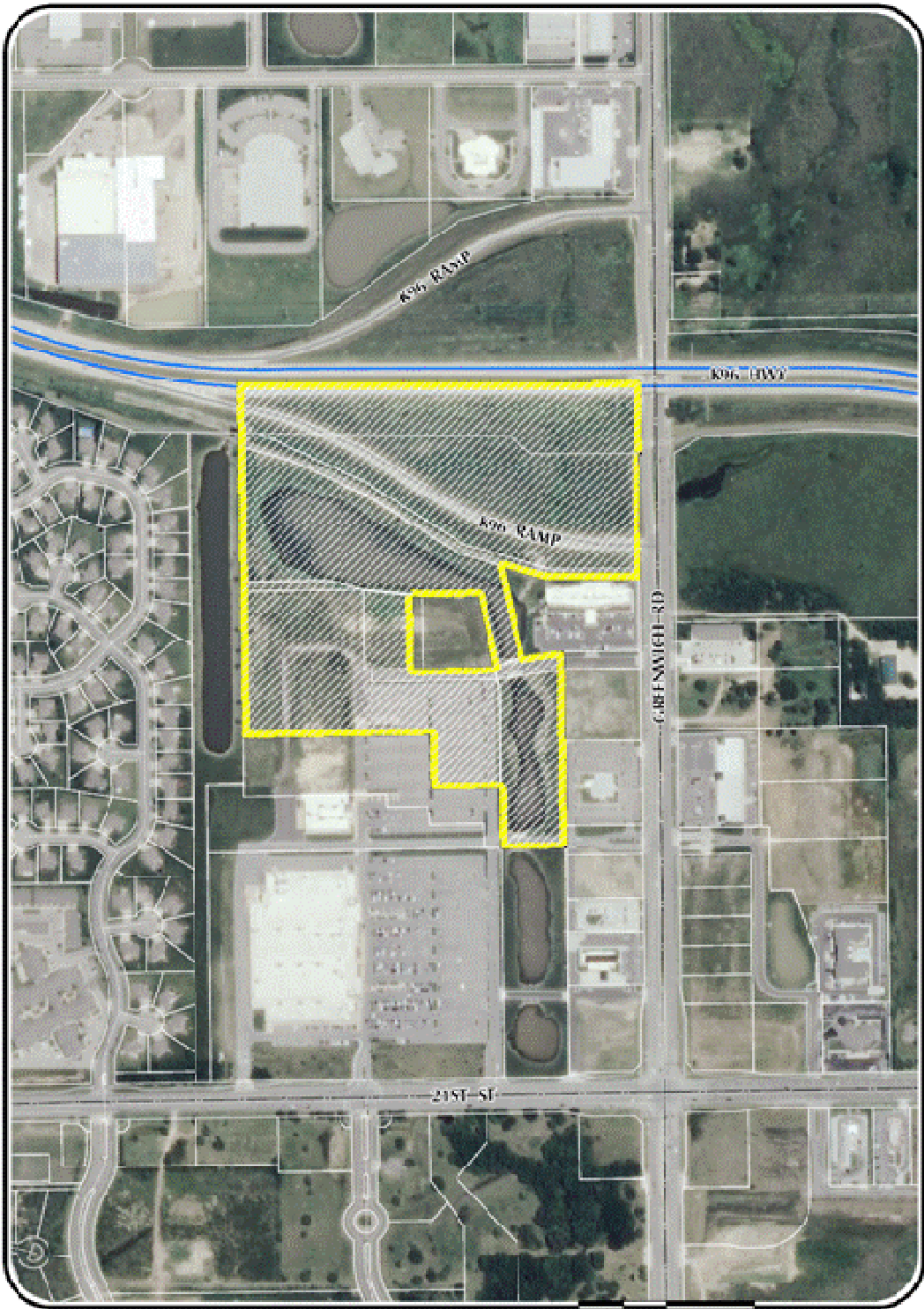
BEGINNING at the northwest corner of said Lot 11, thence along the north line of said Lot 11 on a platted bearing of N88°59'57"E, 416.79 feet to the northeast corner of said Lot 11; thence along an easterly line of said Lot 11, S01°00'03"E, 275.50 feet; thence along a northerly line of said Lot 11, N88°59'57"E, 26.93 feet; thence along an easterly line of said Lot 11, S00°43'50"E, 40.00 feet; thence along a northerly line of said Lot 11, N88°59'57"E, 429.53 feet to a northeasterly corner of said Lot 11; thence along an easterly line of said Lot 11 for the next two (2) courses, S12°35'14"E, 26.58 feet; thence S00°43'50"E, 343.31 feet; thence S88°59'57"W, 231.24 feet; thence N01°00'03"W, 189.00 feet; thence S88°59'57"W, 647.88 feet to the west line of said Lot 11; thence along said west line, N00°43'50"W, 495.85 feet to the POINT OF BEGINNING,

TOGETHER WITH,

That part of Reserve "A", Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, lying north of the extended south line of said Lot 11, Block 1, said addition,

CONTAINING: 19.33 acres of land, more or less.

EXHIBIT B
MAP OF DISTRICT



K-96 CID

CID Area Exhibit



Photo: June, 2010



COMMUNITY IMPROVEMENT DISTRICT PETITION

RECEIVED

To the Mayor and City Council
Wichita, Kansas

FEB 10 '11

CITY CLERK OFFICE

Dear Council Members:

- 1) We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows/ provided in **Exhibits A1 and A2**:

IMPROVEMENT DISTRICT

do hereby petition pursuant to the provisions of K.S.A. 12-6a26 et seq., as amended (the "Act"):

- (a) **General Nature:** That the general nature of the proposed community improvement district ("CID") project, the Wichita K-96 CID ("**Project**"), is to partially finance the construction and procurement of certain improvements and costs within the district, including, but not limited to: land acquisition, infrastructure related items, streets, sidewalks, parking lots, buildings, facilities, water management and drainage related items, landscaping, lighting, special features and other cultural amenities, special assessments for certain infrastructure improvements, and the City's and the developer's financing costs (if any) as well as the City's and the developer's administrative and operating costs in establishing and maintaining the District and any other items permitted to be financed within the district under the Act. The undersigned request the City of Wichita to assist the Project by providing community improvement financing in accordance with City of Wichita policy and the Act to finance the above-listed items.
- (b) **Public Purpose:** The public purpose of the Project is to encourage significant economic activity in the City of Wichita by facilitating a new location for a major national retailer that is not already located in the market and to facilitate the construction of significant public infrastructure in the form of a new interchange. The result will be a substantial increase in commercial sales, jobs, tax revenues for the local taxing jurisdictions, new shopping opportunities for the citizens of the City of Wichita, and tourism from regional consumers, as well as a substantial improvement to the area's public infrastructure system.
- (c) **Estimated Cost:** That the estimated cost of the Project is **Twenty Eight Million Seventy Eight Thousand Four Hundred Thirty Six Dollars (\$28,078,436)** of which the maximum amount eligible for reimbursement is **Seventeen Million One Hundred Ninety Eight Thousand Three Hundred Sixty Dollars (\$17,198,360)**, exclusive of the cost of interest on borrowed money.

See attached "**Exhibit A3**" for a detailed budget.

- (d) **Proposed Method of Financing:** That the proposed Projects be financed through the use of a special sales tax on a Pay-as-you-go basis as defined in the Act.
 - (e) **Proposed Amount of Sales Tax:** That the proposed amount of Community Improvement District sales tax, if any, shall be 1.2% for 22 years, or such lesser number of years as may be required to produce revenues sufficient for the payment of the maximum CID eligible cost identified in (b), above.
 - (f) **Proposed Method and Amount of Assessment if any:** No assessments are proposed hereunder.
 - (g) That a legal description and map of the proposed CID are attached hereto as **Exhibits A1 and A2.**
- 2) It is requested that the improvement hereby petitioned be made with notice and public hearing, pursuant to City policy.
 - 3) That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first, and that the signers consent to any assessments to the extent described therein without regard to benefits conferred by the project.
 - 4) That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by the owners of 100% of the land area within the proposed district excluding public right-of-way. The Governing Body is requested to proceed in the manner provided by statute and City policy.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

[SIGNATURES FOLLOW ON PAGES BELOW]

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

REGENCY DEVELOPMENT COMPANY, L.L.C.

By: _____

Name: Thomas W. Boyd

Title: Managing Member

STATE OF KANSAS)
) ss.
COUNTY OF Jedgwick)

BE IT REMEMBERED that on this 10th day of February, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came THOMAS W. BOYD, to me personally known, who being by me duly sworn did say that he is the Member of Regency Development Company, L.L.C., and that the within instrument was signed and sealed on behalf of said Regency Development Company, L.L.C. by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires:

12-24-12
[SEAL]



Ruth A. Glaze
Notary Public in and for said County and State

Print Name: Ruth A. Glaze

IN WITNESS WHEREOF, the undersigned petitioners have executed the above foregoing petition to create the district at the dates set forth opposite their respective signatures below:

PARKWAY SIGNS, L.L.C.

By: LAHAM DEVELOPMENT COMPANY, L.L.C.,
its Manager

By: Cathy Erickson

Name: Cathy Erickson

Title: Vice President

STATE OF Kansas)
COUNTY OF Sedgwick) ss.

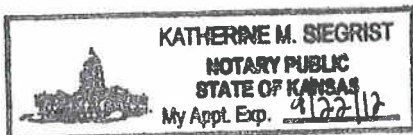
BE IT REMEMBERED that on this 9th day of February, 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Cathy Erickson, to me personally known, who being by me duly sworn did say that he is the vice president of Laham Development Company, L.L.C., Manager of Parkway Signs, L.L.C., and that the within instrument was signed and sealed on behalf of said Laham Development Company, L.L.C. for Parkway Signs, L.L.C. by authority thereof, and acknowledged said instrument to be the free act and deed of said limited liability company for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal in the date herein last above written.

My Commission Expires:

9/22/12

[SEAL]



Katherine M. Siegrist
Notary Public in and for said County and State

Print Name: Katherine M. Siegrist

Exhibit A-1
Legal Description of District

A tract of land lying north of and adjacent to the north line of Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, to the north side of south lane of Kansas Highway 96, EXCEPT the right-of-way of Greenwich Road, lying within the east 1425 feet of the Southeast Quarter, Section 4, Township 27 South, Range 2 East, of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas.

CONTAINING: 15.69 acres of land, more or less.

AND

A tract of land lying within a portion of Lot 10, Block 1, Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said Lot 10, thence along the north line of said Lot 10 on a platted bearing of S83°46'10"E, 168.62 feet; thence parallel with and 33.69 feet west of the east line of said Lot 10, S01°00'03"E, 254.27 feet to the south line of said Lot 10; thence along said south line, S88°59'57"W, 167.28 feet to the southwest corner of said Lot 10; thence along the west line of said Lot 10, N01°00'03"W, 275.50 feet to the POINT OF BEGINNING,

TOGETHER WITH,

A tract of land lying within a portion of Lot 11, Block 1, Regency Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said Lot 11, thence along the north line of said Lot 11 on a platted bearing of N88°59'57"E, 416.79 feet to the northeast corner of said Lot 11; thence along an easterly line of said Lot 11, S01°00'03"E, 275.50 feet; thence along a northerly line of said Lot 11, N88°59'57"E, 26.93 feet; thence along an easterly line of said Lot 11, S00°43'50"E, 40.00 feet; thence along a northerly line of said Lot 11, N88°59'57"E, 429.53 feet to a northeasterly corner of said Lot 11; thence along an easterly line of said Lot 11 for the next two (2) courses, S12°35'14"E, 26.58 feet; thence S00°43'50"E, 343.31 feet; thence S88°59'57"W, 231.24 feet; thence N01°00'03"W, 189.00 feet; thence S88°59'57"W, 647.88 feet to the west line of said Lot 11; thence along said west line, N00°43'50"W, 495.85 feet to the POINT OF BEGINNING,

TOGETHER WITH,

That part of Reserve "A", Lakes Commercial 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, lying north of the extended south line of said Lot 11, Block 1, said addition, CONTAINING: 19.33 acres of land, more or less.

Exhibit A-2
Map of District

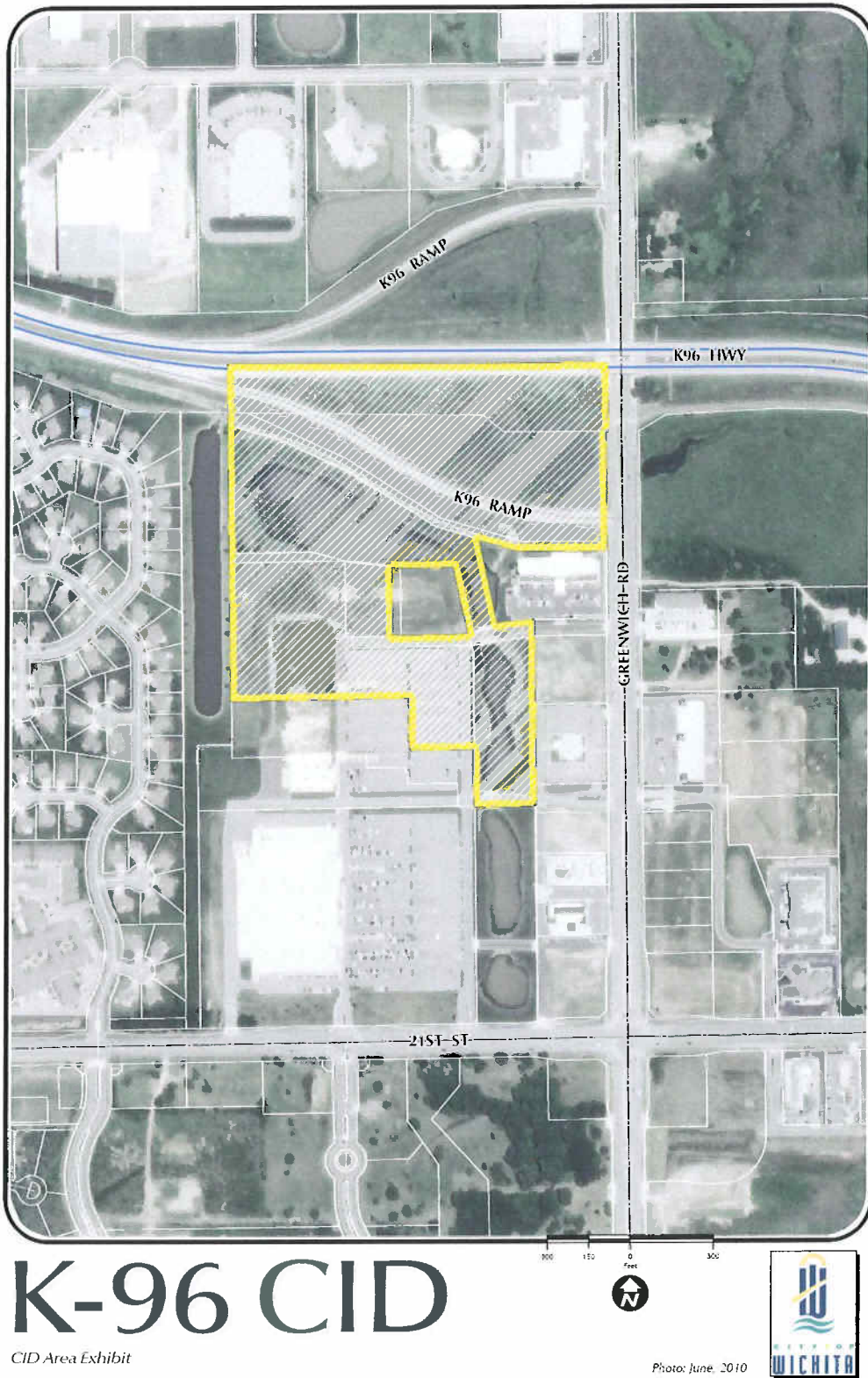


Exhibit A-3
Project Budget

<u>Description</u>	<u>Cost</u>
Site Acquisition and Development	\$ 3,078,000
Construction	\$ 15,820,697
Special Assessments/Public Infrastructure	\$ 4,500,000
Subtotal:	\$ 23,398,697
20% Contingency:	\$ 4,679,739
Total:	\$ 28,078,436

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Donation of Sculpture from Project Beauty

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve the donation of artwork from Project Beauty.

Background: For more than 35 years, Project Beauty has been an active caretaker for the beautification of the City of Wichita. In addition to furnishing bulbs, flowers and the volunteers to plant and care for them, the organization has been a steward of many of the City's various sculptures. Project Beauty has undertaken the beautification of the City of Wichita in numerous neighborhoods as well as downtown Wichita.

The organization has acquired a sculpture created by well-known regional artist Frank Jensen titled "Peerless Princess of the Plains." The organization would like to donate the sculpture to replace the wooden Gino Salerno artwork presently located in the median between Waco and Water Streets on Douglas Avenue.

Analysis: This high visibility location in front of Century II would complement the Tripodal and the Douglas Avenue Bridge sculptures. The sculpture created by Mr. Jensen is constructed from steel and stands approximately 14 feet tall. Weighing close to 500 pounds, the sculpture has entombed seams which are welded on both sides and is finished with a durable epoxy coating. The base of the sculpture will be constructed of circular reinforced concrete to provide stability and security.

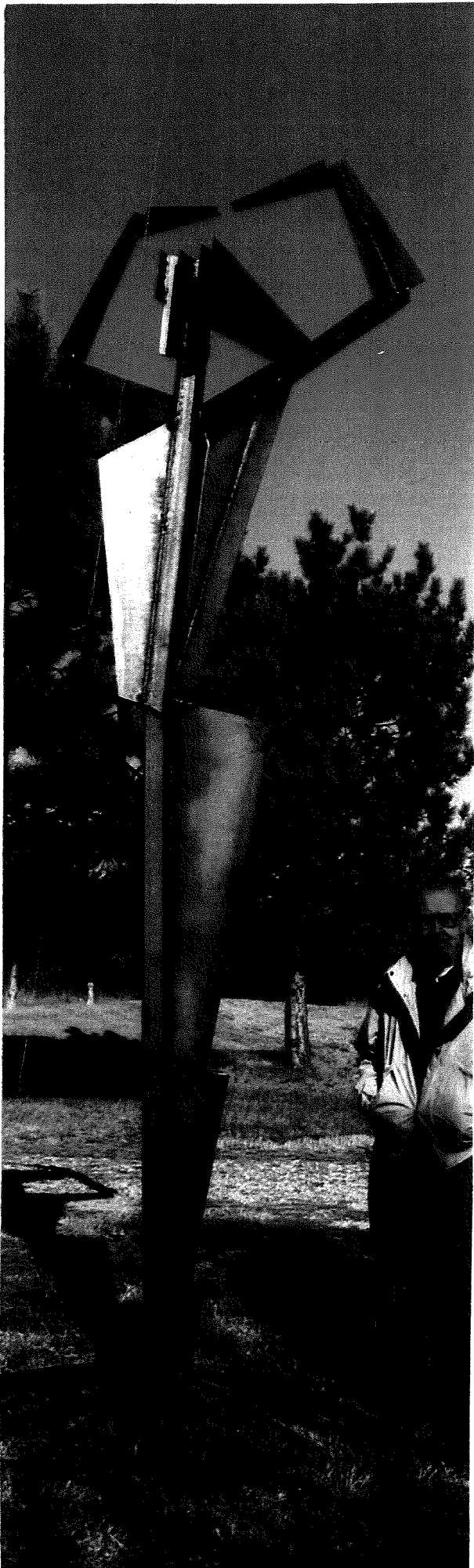
Financial Considerations: Project Beauty will donate the sculpture to the City of Wichita and pay for the installation of the artwork in the median on Douglas Avenue between Water and Waco Streets. The sculpture will become a piece in the City's public art collection and will be maintained by the public art maintenance program.

Goal Impact: This project addresses the Quality of Life goal by producing an aesthetically pleasing environment.

Legal Considerations: There are no legal considerations.

Recommendation/Action: It is recommended that the City Council approve the donation of artwork from Project Beauty

Attachment: Photos of the acquired artwork and proposed location.



For years, Project Beauty, Inc. has had the stewardship of the Douglas median strip in front of Century II, furnishing bulbs and flowers and volunteers to care for them.

Project Beauty is facing the task of replacing the Gino Salerno wooden sculpture which has rotted due to age and weather. We have located a beautiful sculpture by Kansas artist Frank Jensen of Augusta. "Peerless Princess of the Plains" is a 14' tall, welded steel structure weighing approximately 500 lbs.. It is constructed of ¼ inch steel plating, securely welded with entombed seams (welded on both sides of the seam). It would be finished with a durable epoxy coating. The circular rebar base was designed to be buried in an anchored concrete base and would be extremely secure.

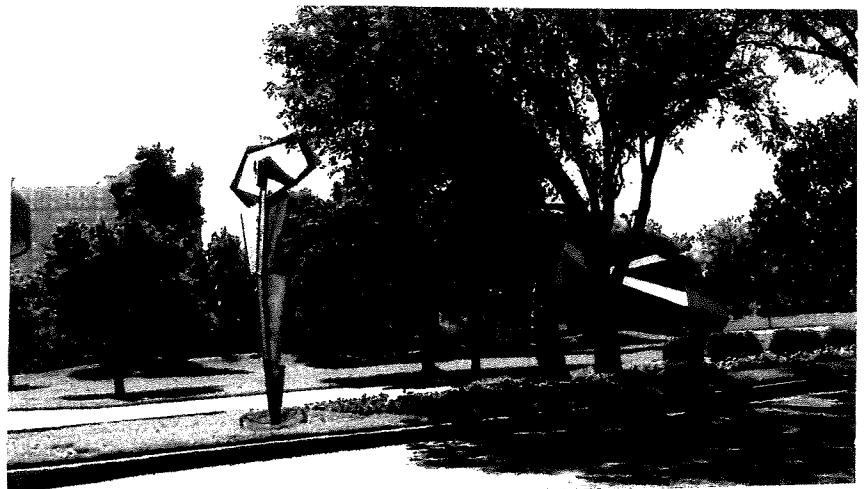
Arrangements are in place to move the sculpture to the site, but we would need the help of the city with the final installation.

We would appreciate the sanction from the city so we can purchase the sculpture and complete the project.

We feel this sculpture would be a wonderful compliment to the Tripodal and the steel adornments on the Douglas bridge.

If you have any questions, please contact Beverly Hoover at 684-3091 or Pat Maechtlen at 619-8334.

Thank you.



City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council
SUBJECT: Exempt Employee Classification Ordinance Amendments
INITIATED BY: Human Resources
AGENDA: New Business

Recommendation: Approve the amended ordinances and place on first reading.

Background: Classification Ordinances establish employee job classifications and corresponding pay ranges.

Analysis: The amendments proposed to the ordinance are delineated in the attachment. It reflects the 2010 Arts and Cultural Programming administrative re-organization.

Financial Considerations: There is no cost to these updates.

Goal Impact: As a human resources and financial issue, the goal impact falls under Internal Perspective.

Legal Considerations: The Law Department has reviewed the ordinance and approved as to form.

Recommendations/Actions: It is recommended that the City Council adopt the ordinance and place it on first reading.

Attachment: Exempt Employee Classification Ordinance

ORDINANCE NO. 48-948

**AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT
EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY
REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY
RANGES REPEALING ORDINANCES NO. 48-725 and 48-903.**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the classifications below are prescribed according to the following schedule.

<u>Classification</u>	<u>Pay Range Numbers</u>
Accountant	C41
Administration Manager	C45/C52
Airport Operations Superintendent	C43
Air Service & Business Development Administrator	C45/C52
Assistant City Attorney I	C43
Assistant City Attorney II	C44/C51
Assistant City Attorney III	C45/C52
Assistant City Manager	E83
Assistant Department Director	D71 – D72
Assistant Golf Professional	B32
Assistant Pension Manager	C43
Assistant Recreation Supervisor	C41
Assistant Tennis Professional	B32
Assistant Traffic Engineer	C44/C51
Associate Engineer	C42
Associate Planner	C41
Budget Analyst	C42
Budget Officer	D62
Buyer	C41
Century II Manager	C44/C51
Chief, Airport Public Safety	D62
Chief Deputy City Attorney	D72
Chief Fire Prevention Officer	D61
Chief Probation Officer	C44/C51
Chief Prosecutor	D61
City Arts Manager	C44/C51
City Engineer	D72
City Treasurer	D63
Civil Engineer	C43
Communications Specialist	C41
Controller	D62
Cultural Facility Supervisor	C42
Department Director	E81 – E83
Deputy City Attorney	D71
Deputy Fire Chief	D71
Deputy Police Chief	D71
Division Manager	D61 – D63
Division Supervisor	C43
Employee Relations Officer	C45/C52
Engineer	C42
Environmental Remediation Administrator	C45/C52
Environmental Quality Specialist	C43
Environmental Sciences Administrator	C44/C51
Environmental Scientist	C41
Environmental Services Program Supervisor	C44/C51
Environmental Services Specialist	C41
Event Coordinator	C41

Classification**Pay Range Numbers**

Event Facilitator	C42
Executive Assistant	C41
Fire Battalion Chief	D61
Fire Division Chief	D63
Fire & Medical Rescue Coordinator	C44/C51
Fiscal Analyst	C41
General Maintenance Supervisor I	C41 – C43
General Maintenance Supervisor II	C44/C51
Geologist	C44/C51
Golf Professional	C42
Housing Manager	C45/C52
Housing Specialist	C41
Human Resources Specialist	C41
Inspection Administrator	C44/C51
Inspection Supervisor	C43
Librarian	C41
Library Manager	D61
Management Analyst	C41
Municipal Court Clerk	C44/C51
Museum Manager	C44/C51
Museum Specialist I	B32
Museum Specialist II	C41
Museum Specialist III	C43
Museum Specialist	C41
Pension Manager	C45/C52
Plans Examiner	C42
Police Captain	D61
Principal Budget Analyst	C44/C51
Principal Planner	C45/C52
Program Coordinator	C44/C51
Program Manager	D61 - D62
Program Specialist	C41
Public Safety Administrator	C44/C51
Purchasing Manager	D62
Real Estate Administrator	C45/C52
Real Estate Analyst	C42
Recreation Manager	C45/C52
Recreation Supervisor	C43
Risk Management Specialist	C43
Risk Manager	C45/C52
Safety Coordinator	C42
Section Engineer	D61
Section Supervisor	C41
Security Supervisor	C42
Senior Accountant	C43
Senior Budget Analyst	C43
Senior Buyer	C43
Senior Communications Specialist	C44/C51
Senior Engineer	C45/C52
Senior Environmental Scientist	C43
Senior Fiscal Analyst	C43
Senior Housing Specialist	C43
Senior Human Resources Specialist	C44/C51
Senior Librarian	C44/C51
Senior Management Analyst	C44/C51
Senior Planner	C43
Senior Plans Examiner	C45/C52
Senior Program Specialist	C43
Senior Safety Coordinator	C43

Classification

Senior Systems Analyst
Special Projects Coordinator
Special Projects Engineer
Support Supervisor
Systems Analyst II
Systems Analyst III
Systems Analyst IV
Tennis Professional
Transportation Development Coordinator

Pay Range Numbers

C45/C52
C44/C51
C45/C52
B32
C42
C43
C44/C51
C42
C43

SECTION 2. Ordinances No. 48-725 and 48-903 are hereby repealed.

SECTION 3. This ordinance shall take effect upon publication in the official city newspaper.

ADOPTED at Wichita, Kansas, this 1st day of March.

Carl Brewer, Mayor

Attest:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

ORDINANCE NO.

**AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT
EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY
REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY
RANGES REPEALING ORDINANCES NO. 48-725 and 48-903.**

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the classifications below are prescribed according to the following schedule.

<u>Classification</u>	<u>Pay Range Numbers</u>
Accountant	C41
Administration Manager	C45/C52
Airport Operations Superintendent	C43
Air Service & Business Development Administrator	C45/C52
Assistant City Attorney I	C43
Assistant City Attorney II	C44/C51
Assistant City Attorney III	C45/C52
Assistant City Manager	E83
Assistant Department Director	D71 – D72
Assistant Golf Professional	B32
Assistant Pension Manager	C43
Assistant Recreation Supervisor	C41
Assistant Tennis Professional	B32
Assistant Traffic Engineer	C44/C51
Associate Engineer	C42
Associate Planner	C41
Budget Analyst	C42
Budget Officer	D62
Buyer	C41
Century II Manager	C44/C51
Chief, Airport Public Safety	D62
Chief Deputy City Attorney	D72
Chief Fire Prevention Officer	D61
Chief Probation Officer	C44/C51
Chief Prosecutor	D61
City Arts Manager	C44/C51
City Engineer	D72
City Treasurer	D63
Civil Engineer	C43
Communications Specialist	C41
Controller	D62
Cultural Facility Supervisor	C42
Department Director	E81 – E83
Deputy City Attorney	D71
Deputy Fire Chief	D71
Deputy Police Chief	D71
Division Manager	D61 – D63
Division Supervisor	C43
Employee Relations Officer	C45/C52
Engineer	C42
Environmental Remediation Administrator	C45/C52
Environmental Quality Specialist	C43
Environmental Sciences Administrator	C44/C51
Environmental Scientist	C41
Environmental Services Program Supervisor	C44/C51
Environmental Services Specialist	C41
Event Coordinator	C41

Classification**Event Facilitator**

Executive Assistant
Fire Battalion Chief
Fire Division Chief
Fire & Medical Rescue Coordinator
Fiscal Analyst
General Maintenance Supervisor I
General Maintenance Supervisor II
Geologist
Golf Professional
Housing Manager
Housing Specialist
Human Resources Specialist
Inspection Administrator
Inspection Supervisor
Librarian
Library Manager
Management Analyst
Municipal Court Clerk
Museum Manager
Museum Specialist I
Museum Specialist II
Museum Specialist III
Museum Specialist
Pension Manager
Plans Examiner
Police Captain
Principal Budget Analyst
Principal Planner
Program Coordinator
Program Manager
Program Specialist
Public Safety Administrator
Purchasing Manager
Real Estate Administrator
Real Estate Analyst
Recreation Manager
Recreation Supervisor
Risk Management Specialist
Risk Manager
Safety Coordinator
Section Engineer
Section Supervisor
Security Supervisor
Senior Accountant
Senior Budget Analyst
Senior Buyer
Senior Communications Specialist
Senior Engineer
Senior Environmental Scientist
Senior Fiscal Analyst
Senior Housing Specialist
Senior Human Resources Specialist
Senior Librarian
Senior Management Analyst
Senior Planner
Senior Plans Examiner
Senior Program Specialist
Senior Safety Coordinator

Pay Range Numbers

C42
C41
D61
D63
C44/C51
C41
C41 – C43
C44/C51
C44/C51
C42
C45/C52
C41
C41
C44/C51
C43
C41
D61
C41
C44/C51
C44/C51
B32
C41
C43
C41
C45/C52
C42
D61
C44/C51
C45/C52
C44/C51
D61 - D62
C41
C44/C51
D62
C45/C52
C45/C52
C43
C43
C45/C52
C42
D61
C41
C42
C43
C43
C43
C44/C51
C45/C52
C43
C43
C43
C44/C51
C44/C51
C44/C51
C43
C45/C52
C43
C43

Classification

Senior Systems Analyst
Special Projects Coordinator
Special Projects Engineer
Support Supervisor
Systems Analyst II
Systems Analyst III
Systems Analyst IV
Tennis Professional
Transportation Development Coordinator

Pay Range Numbers

C45/C52
C44/C51
C45/C52
B32
C42
C43
C44/C51
C42
C43

SECTION 2. Ordinances No. 48-725 and 48-903 are hereby repealed.

SECTION 3. This ordinance shall take effect upon publication in the official city newspaper.

ADOPTED at Wichita, Kansas, this _____ day of _____

Carl Brewer, Mayor

Attest: _____
Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Amendment to Executive Search Firm Contract

INITIATED BY: Human Resources Department

AGENDA: New Business

Recommendation: Approve the amended contract.

Background: In October 2010, the City issued a Request for Proposal (RFP) for an Executive Search Firm to assist with the recruitment and screening of candidates for the Director of the Public Works and Utilities Department. The Department also has a vacant Assistant Director position that was added to its 2011 budget for the purpose of providing management and oversight of Environmental Health, Sewage Treatment, Storm Water and Water Production . Staff proceeded with attempting to recruit for this position, however, due to the complexity of the job it was determined that a wider recruitment effort was needed.

The City has contracted with The Mercer Group, Inc. to assist with the recruitment of the Director of the Public Works and Utilities Department. This firm has already become familiar with the City, the Department and the labor market. To address the City's need for an additional candidate pool, City staff is recommending the contract be amended to include the recruitment of an Assistant Director.

Analysis: In November 2010, proposals for the Director search were received from 17 firms. Based on responsiveness to the RFP, the Selection Committee invited the three firms to present their proposals.

The Mercer Group, Inc. was chosen for its:

- Knowledge of the public works and utilities labor market,
- Willingness to involve neighborhood, professional, and employee groups at the position analysis stage,
- Network of public sector contacts, and
- Responsiveness to the City's schedule.

A contract for up to \$24,000 was approved on December 17, 2010. The Mercer Group is willing to amend its contract and include the search for an Assistant Director. The contract amendment of \$9,600 results in a total contract value of \$33,600.

Financial Considerations: Funding for the increased contract in the amount of \$9,600 is available from the Public Works and Utilities Department's budget.

Goal Impact: As a human resources and financial issue, goal impact falls under Internal Perspective and will assist the City in providing better management oversight of this Department.

Legal Considerations: The Law Department has reviewed the amendment and approved as to form.

Recommendations/Actions: It is recommended that the City Council approve the amendment.

Attachment: Amendment to Executive Search Contract

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is entered into this 15th day of February, 2011 by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called "**CITY**", and The Mercer Group, Inc., 551 W. Cordova Road, #726, Santa Fe, New Mexico 87505, Telephone (505)466-9500 hereinafter called "**CONSULTANT**".

WITNESSETH THAT:

WHEREAS, on the 17th of December, 2010, the above-named parties entered into a contract for up to \$24,000 to employ the services of the Consultant to recruit national and to develop and seek out exceptionally well-qualified candidates for the position of Director of Public Works and Utilities for the **City of Wichita** as per the proposal FP030072 and specifications on November 12, 2010; and

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 17th day of December 2010, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change.

To employ the services of the Consultant to conduct a partial executive search that will be developed to seek out exceptionally well-qualified candidates for a new search for the Assistant Director of Public Works & Utilities with a not-to-exceed of \$9,600 for professional Fees and expenses as per attached Exhibit B.

No Arbitration. The **CONSULTANT** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

Representative's Authority to Contract. By signing this contract, the representative of the Consultant or vendor represents that he or she is duly authorized by the consultant or vendor to execute this contract, and that the consultant or vendor has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

ATTEST:

THE CITY OF WICHITA

Janis Edwards
Deputy City Clerk

Carl G. Brewer
Mayor

APPROVED AS TO FORM:

THE MERCER GROUP, INC.

Gary E. Rebenstorf
Director of Law

Signature

Print Signature Name

Title

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

STATEMENT OF WORK PARTIAL EXECUTIVE SEARCH FOR ASSISTANT DIRECTOR, PUBLIC WORKS AND UTILITIES

Professional Services

1. Develop brochure and ad copy and work with City staff to place ads.
2. Develop mailing list of sources and likely candidates.
3. Conduct outreach campaign to develop pool of high quality candidates.
4. Conduct preliminary evaluation of candidates.
5. Present via overnight mail and telephone the top 10-12 candidates to City officials.

Discounted Total Professional Fees \$7,500.00

Expenses

City to collaborate with Consultant to place ads and pay for them directly.
Estimate of \$1,200.00 or less.
Telephone \$300.00
Recruitment Brochure Printing/Reproduction \$1,500.00
Postage \$300.00

Total Expenses not-to-exceed \$2,100.00

Timeline

Consistent with the Timeline for the Director of Public Works and Utilities search process

Total

Professional Fees and Expenses not-to-exceed \$9,600.00

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Quarterly Financial Report for the Quarter Ending December 31, 2010

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the quarterly financial report.

Background: The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's web-site. Citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise funds, consistent with requirements of revenue bond covenants. The quarterly financial report does not contain all the entries and adjustments that will be reflected in the Comprehensive Annual Financial Report for fiscal 2010.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Information supplementary to the financial statements begins on page 63, including information on the performance of invested funds, the City's bonded indebtedness relative to the legal debt limitations, capital projects currently underway, tax abatements, the status of the Debt Service fund relative to any debt service payments due from the tax increment financing districts, and a quarterly summary of disadvantaged and emerging business activity.

Financial Considerations: The Director of Finance will provide a financial overview at the February 15th agenda.

Goal Impact: The Internal Perspective is advanced with the Quarterly Financial Report providing information on the financial condition of City to the City Council, to the Citizens of Wichita and to investors. In addition, the report demonstrates budgetary compliance with applicable laws and ordinances for the reporting year.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended December 31, 2010.

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Broadway Bridge at 34th Street South (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendations: Approve the project.

Background: The Capital Improvement Program adopted by the City Council includes funding to replace the Broadway Bridge at 34th Street South. The bridge was built in 1938 and has been rehabilitated several times over the years. In August, 2007, the bridge was closed to through traffic for emergency repairs after inspection revealed significant structural problems. Since that time, traffic has been limited to two through lanes and to lighter loading. A neighborhood meeting was held on March 29, 2010, to discuss preliminary options and to gather information from adjacent property owners. An additional meeting with property owners on both sides of Broadway, south of the bridge, was held on April 28, 2010, to discuss specific issues related to updated options. On May 5, 2010, the District III Advisory Board recommended approval of an option to place the new bridge west of the existing alignment. Since that time, staff has continued exploring all options and has found a possible east location that would result in a significant cost savings, while still limiting the estimated Broadway closure time to a minimum. Another neighborhood meeting was held on January 24, 2011 to discuss updated options and cost estimates. On January 25, 2011 the latest options were presented to the City Council at a workshop. Those Options were also presented to District Advisory Board on February 9, 2011.

Analysis: The new bridge will provide a four-lane roadway with a six foot wide sidewalk on both sides of the bridge. Staff has developed and analyzed bridge replacement options that consider project cost, right-of-way impact, and estimated length of closure time for through traffic on Broadway. It is recommended that the new bridge be located on the east side of the existing bridge.

Financial Considerations: The project budget included in the 2009-2018 Capital Improvement Program (CIP) is \$10,138,449, which includes \$5,830,000 in General Obligation bonds and \$4,308,449 in Federal Funds. The current estimated budget needed, including art work, is \$14.2 million. Funding for the increase in budget is available by a combination of reprogramming the upcoming 2011-2020 CIP and moving the Pawnee improvements, K-15 to Hillside, from 2011 to 2013.

Goal Impact: This project addresses the Efficient Infrastructure goal by replacing a deficient bridge on an important transportation route.

Legal Considerations: The Law Department has approved the authorizing ordinance as to legal form.

Recommendation/Actions: It is recommended that the City Council approve the east side design concept, approve the project, approve the budget, place the ordinance on first reading and authorize the signing of state/federal agreements as required.

Attachments: Map, CIP sheet, and ordinance.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USE:

To Initiate Project

X

To Revise Project

1. Prepare in triplicate.

2. Send original & 2 copies to budget.

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller

1. Initiating Department Public Works/Utilities		2. Initiating Division Eng & Arch		3. Date 1/26/2011	4. Project Description & Location South Broadway Bridge	
5. CIP Project Number 0		6. Accounting Number		7. CIP Project Date (Year) 2011	8. Approved by WCC Date	
9. Estimated Start Date		10. Estimated Completion Date		11. Project Revised		
As Required		As Required		12A.		
12. Project Cost Estimate						
ITEM	GO	SA	ADDT	TOTAL	Yes	No
Right of Way					Platting Required	
Painting, grading & const.					Lot Split	
Bridge	\$1,891,551		\$4,308,449	\$14,200,000	Petition	
Drainage					Ordered by WCC	X
Sanitary Sewer					Remarks:	
Sidewalk					472 31065	
Water						
Traffic Signals						
Totals	\$9,891,551		\$4,308,449	\$14,200,000		
Total CIP Amount Budgeted						
Total Prelim. Estimate						
13. Recommendation:		Approve the project and place the ordinance on first reading				
Division Head		Department Head		Budget Officer City Manager		

First Published in the Wichita Eagle March 4, 2011

ORDINANCE NO. 48-947

AN ORDINANCE DECLARING **THE BROADWAY BRIDGE AT 34TH STREET SOUTH (472-84965)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That **The Broadway Bridge at 34th Street South (472-84965)** in the City of Wichita, Kansas is hereby designated and established as a main trafficway, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **The Broadway Bridge at 34th Street South (472-84965)** as a main trafficway in the following particulars.

The design, acquisition of right-of-way and construction of a bridge as necessary for a major traffic facility.

SECTION 3. The cost of the construction of the above described improvements is estimated to be **Fourteen Million Two Hundred Thousand Dollars (\$14,200,000)** exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements are not paid by Federal Grants, administered by the Kansas Department of Transportation, the City of Wichita, Kansas is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 12-689 up to a maximum amount of \$10,138,449, exclusive of the cost of interest on borrowed money.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita, Kansas and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 1st day of March, 2011.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: 2011 Update – Task Force on Ending Chronic Homelessness

INITIATED BY: City Manager’s Office

AGENDA: New Business

Recommendation: Receive and file the report.

Background: The Wichita City Council and Sedgwick County Board of Commissioners appointed a Task Force on Ending Chronic Homelessness (TECH) in 2006. The TECH presented five recommendations to both governing bodies in 2008. One of the recommendations was the establishment of an Oversight Committee which would monitor implementation of the other four recommendations. The other recommendations are:

1. Develop a Resource and Referral Center
2. Implement a Housing First Program
3. Identify Emergency Housing options
4. Identify Sustainable Funding Sources.

Analysis: The TECH Oversight Committee meets regularly with City and County staff to track implementation activity and provides annual reports to the City Council and County Board of Commissioners.

Financial Considerations: The City and County have each committed \$191,368 per year, to support rent and utility payments for up to 64 participants in the Housing First program.

Goal Impact: The TECH recommendations support Safe and Secure Community, Economic Vitality and Affordable Living and Quality of Life goals.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council receive and file the report.

Attachments: February 2011 Oversight Committee Report

Oversight Committee Report

Presented to:

Sedgwick County Board of County Commissioners

and

City of Wichita City Council

February 2011



Sedgwick County...
working for you



History of the plan development:

We are currently entering year 3 (2011) of the 10 year plan.

In 2006, the City of Wichita and Sedgwick County joined together at the urging of nonprofit and faith-based organizations to form the Taskforce to End Chronic Homelessness (TECH). TECH was charged with developing a plan to end chronic homelessness in Sedgwick County to include short, intermediate, and long range strategies, as well as potential funding options as appropriate and a mechanism for reporting on goal attainment.

The term “chronically homeless” as defined by the U.S. Department of Housing and Urban Development (HUD), describes an unaccompanied person who has a disabling condition *and* has also been either continuously homeless for at least a year OR has had at least four episodes of homelessness in the past three years.

As a population, the chronically homeless have the highest rates of use of shelter and services, including ambulance rides, emergency room visits, police and EMS calls, jail time, and the court system. Consequently, they incur some of the highest associated annual costs per person. Frequent, repetitive use of these systems has not only enormous financial cost to the community, but places a significant psychological burden on providers. This financial and psychological drain has an immeasurable detrimental impact on our community.

TECH was comprised of representatives from various community sectors including business, the public school system, non-profits, people who experienced homelessness, faith communities, civic leaders, an urban neighborhood, and city and county governments. TECH met over a period of 16 months and conducted its work in four phases:

- 1) Studying Homelessness and Available Resources in Wichita
- 2) Identifying Gaps in Service to the Chronically Homeless
- 3) Researching Best Practices Nationally
- 4) Developing Strategies to End Chronic Homelessness

Responsibilities of the Oversight Committee

The Oversight Committee is responsible for working toward achieving success with ending chronic homelessness through the Sedgwick County 10 Year Plan to End Chronic Homelessness. They will ensure implementation of this Plan and its subsequent amendments by establishing standards and outcomes, overseeing the management of contracts, and monitoring/reporting progress. The Oversight Committee is responsible for increasing community awareness and raising financial/in-kind donations. Responsibilities include:

- Development of the Resource and Referral Center
- Implementing a Housing First Program
- Identify Emergency Housing options
- Identify sustainable funding sources

Report on the Resource and Referral Center

United Methodist Open Door received a \$500,000 Kresge Foundation challenge grant. The Kresge Foundation is out of Troy, MI. This is one of the largest gifts received in our area since 2003. UMOD still needs to raise around an additional \$1.3 million in order to receive that \$500,000 grant award, but will be finished with fundraising at that point.

Lead and asbestos removal are close to completion. Interior demolition is almost finished, and renovations should begin soon. At this point, the plan is to be in the facilities by the end of 2011.

Report on the Housing First Program

First Year Goal: To provide permanent stable housing for up to 64 chronically homeless individuals.

Criteria for eligibility:

- Must meet the HUD definition of chronically homeless
- Must agree to weekly in home case management visits

Housing First Program figures as of **December 31st, 2010:**

- 96 new persons have been housed (since March 2009)
- 21 have left the program successfully (8 people have a steady source of income and no longer require the assistance of the program and one person with steady income received a Section 8 voucher. Two people entered an in-patient treatment facility and nine people moved to be near their family. One person passed away)
- 16 left unsuccessfully (Jail, repeated lease violations)
- 59 people remain successfully housed; 54 have been housed for over one year
- 5 applicants have been approved & are apartment searching
- 29 different apartment complexes/property owners have been utilized
- 9 zip codes are represented
- 19 individuals are contributing to their rent and/or utilities
- 14 individuals are veterans

Data collected from 50 participants housed in the Housing First program who responded to our survey show that as of **November 23rd, 2010:**

- There has been an 85% reduction in these individuals getting arrested
- There has been an 87% reduction in these individuals going to jail
- There has been a 57% reduction in these individuals visiting the Emergency Room
- There has been an 39% reduction in these individuals being hospitalized

- There has been 58% increase in these individuals seeking treatment
- There has been a 97% reduction in shelter usage among these individuals housed
- 2 participants are employed
- 17 receive SSI/SSDI
- 2 receive General Assistance
- 36 receive Food Stamps
- 1 receives a pension

Report on the Point in Time Count

The 2009 Point in Time Count was held on January 28th of that year. It identified 384 homeless individuals according to the HUD definition. Seventy-one of those were considered chronically homeless. The 2011 count was held January 26th, 2011. Data from the count will be available in the coming weeks.

Emergency Housing Options

The Advocates to End Chronic Homelessness (AECH) are currently operating the Winter Emergency Overflow this winter season. The shelter will close at the end of March 2011. AECH stated they were committed to operating the shelter for three years, with this current winter season being their third year. The Oversight Committee is working on determining next steps regarding emergency housing options for next winter 2011-2012.

SOAR (SSI/SSDI Outreach, Access, and Recovery)

SOAR is a new way to assist clients in applying for benefits with benefits being approved in an average of about 90 days. Kansas has recently become a SOAR state. The Sedgwick County SOAR trainers have conducted six SOAR trainings throughout the state in 2010, and plan to schedule several trainings in 2011.

Sustainable Funding Sources

The Oversight Committee continues to work on identifying sustainable funding options.

Oversight Committee members include:

Jack Focht, Chair

T.J. Akin

Dion Brown

Ben Grisamore

Jean Hogan

Janet Miller

Melissa Walker

City of Wichita
City Council Meeting
February 15, 2011

To: Mayor and City Council

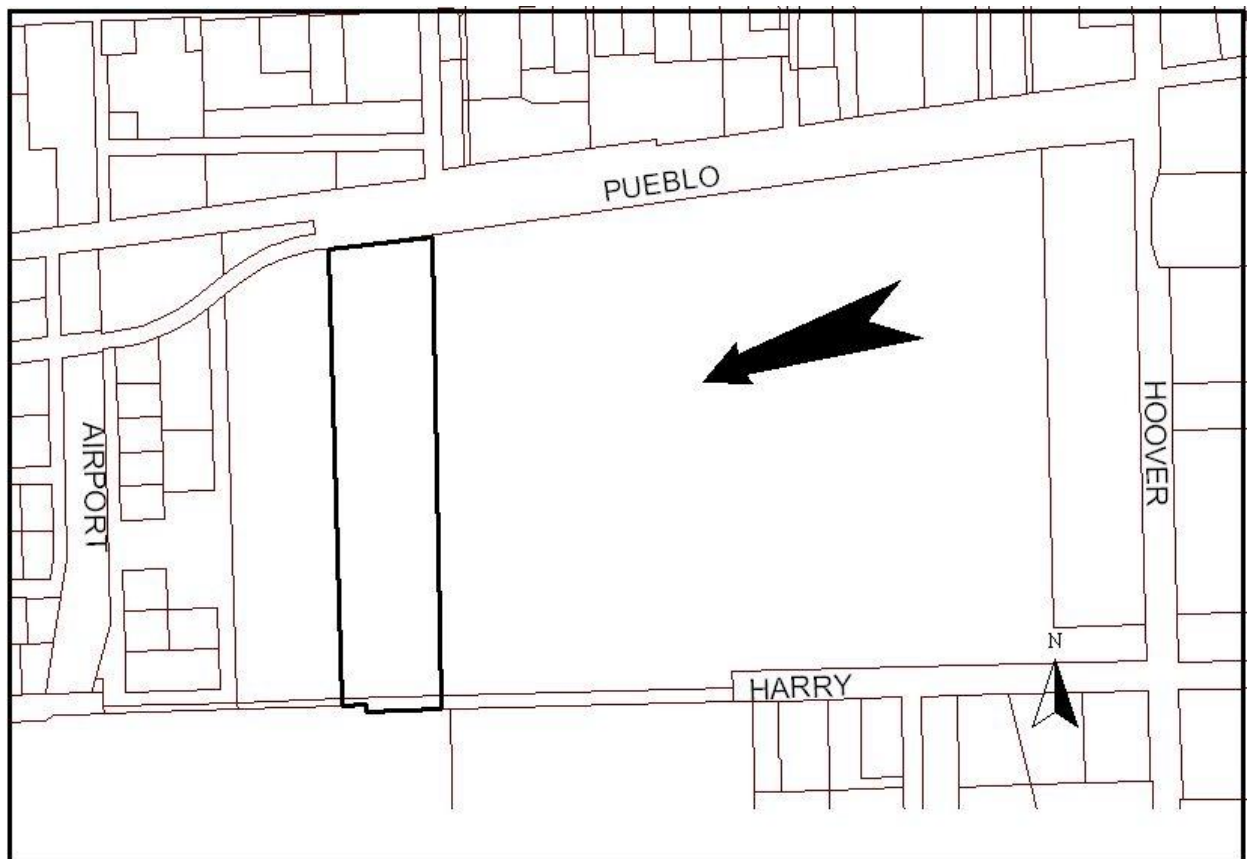
Subject: VAC2010-00041 - Request to vacate a platted reserve to amend the uses allowed in the reserve; generally located south of Kellogg/US 54, west of Hoover Road. (District IV)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommended approval of the vacation request.



Background: The Wichita Airport Authority is requesting that the uses allowed in the platted Reserve A, Mid-Continent Airport Addition be vacated and amended. Currently, the plat text states that Reserve A is to be used for "...drainage and a detention system, channels, easements and open space." The applicant requests the vacation to allow the construction of aviation related facilities, such as hangars, parking, taxiways, private roads/drives and similar uses, while retaining the Reserve A's original uses. Initially, proposed development was to be located on the west 400.30 feet of Reserve A, which is that part of the reserve that is the least impacted by the FEMA flood zone and floodway. At the MAPC hearing, the amendment was modified and now includes all of the reserve. Storm Water has stated that a portion of Reserve A will be retained as part of a ponding area for the floodway/flood zone. Storm Water will need to review all plans for fill and development in the reserve. Public sewer is within the platted 110-foot wide utility and storm water easement and is located parallel to the south property line of Reserve A. There are no other utilities located within Reserve A. Reserve A is located in Airport Hazard Zone A, which requires development activity to be reviewed for compatibility with flight operations. The Mid-Continent Airport Addition was recorded with the Register of Deeds on October 23, 1967.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Goal Impact: The application supports the City's goal to Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission, to approve the Vacation Order and authorize the necessary signatures.

Attachments: No attachments are necessary for this vacation request.

City of Wichita
City Council Meeting
February 15, 2011

TO: Wichita Housing Authority Board

SUBJECT: Section 8 Management Assessment Program (SEMAP) Certification

INITIATED BY: Housing and Community Services Department

AGENDA: Housing (Consent)

Recommendation: Approve submission of the 2010 Section 8 Management Assessment Program (SEMAP) certification.

Background: On October 6, 1998 the U.S. Department of Housing and Urban Development (HUD) issued final rules for the Section 8 Rental Voucher and Certificate Programs Section 8 Management Assessment Program (SEMAP). SEMAP is a Management Assessment System that HUD uses to annually measure the performance of all housing authorities that administer the Section 8 Tenant Based Rental Assistance Program. Using the SEMAP, HUD evaluates the housing authority's performance on 14 Key Indicators that demonstrate how well eligible families are provided housing assistance at a reasonable subsidy cost.

Analysis: Housing authorities must certify as to their program performance under these 14 standards within 60 days after the end of the authorities' fiscal year. The Wichita Housing Authority (WHA)'s fiscal year ended on December 31, 2010; the certification is due on February 28, 2011.

Following is a list of the indicators. The WHA's certification of compliance is attached.

1. Selection from the Waiting List (15 points): The HA has a written policy for selecting applicants and follows these policies when selecting applicants from the waiting list.
2. Reasonable Rent (20 points): The HA has implemented written methods to determine reasonable rents.
3. Determination of Adjusted Income (20 points): The HA correctly determines adjusted annual income.
4. Utility Allowance Schedule (5 points): The HA maintains up to date utility allowance schedules.
5. Housing Quality Standard (HQS) Control Inspections (5 points): An HA supervisor re-inspects a sample of units for quality control.
6. HQS Enforcement (10 points): HQS inspection deficiencies are corrected in a timely manner.
7. Expanding Housing Opportunities (5 points): The HA has adopted and implemented a written policy to encourage participation in areas outside poverty or minority concentrations.

8. Fair Market Rent limit and Payment Standards (5 points): Gross rents for 98% of new units leased are applicable and reasonable.
9. Annual Reexaminations (10 points): The HA completes an annual reexamination for each tenant.
10. Correct Tenant Rent Calculations (5 points): The HA correctly calculates tenant rents.
11. Pre-Contract HQS Inspections (5 points): Newly leased units pass HQS before the beginning date of lease.
12. Annual HQS Inspections (10 points): Each unit is inspected annually and on time.
13. Lease up (20 points): The HA enters HAP contracts for the number of units under budget for at least one year. The standard is 98%.
14. Family Self-Sufficiency Enrollment and Escrow Accounts (10 points): Measures the percentage of required families enrolled in FSS program and the percentage that has escrow accounts. The standards are 80% and 30%, respectively.

The total number of points to be awarded is 145. Five bonus points are available to housing authorities that achieve certain de-concentration goals during the year. A housing authority with a SEMAP score of at least 90% is rated a High Performer. Housing authorities with a SEMAP score of 60-80% are rated as Standard. Housing authorities with scores of less than 60% are rated “troubled”, are subject to an onsite review by HUD and are required to develop a corrective action plan. The Wichita Housing Authority’s Section 8 Housing Choice Voucher program was rated as a High Performer for 2009.

Staff of the Wichita Housing Authority Section 8 Housing Choice Voucher program has prepared a self-evaluation, which rates the Authority as a high performer for 2010. The self-evaluation must be submitted to HUD for approval.

Financial Considerations: Housing authorities with a “high performer” rating may be given competitive advantage under notices of fund availability.

Goal Impact: Supports the goal to Promote Economic Vitality and Affordable Living.

Legal Considerations: The Law Department has reviewed the certification as to form.

Recommended Action: It is recommended that the Wichita Housing Authority Board approve submission of the 2010 Section 8 Management Assessment Program (SEMAP) certification.

Attachment: Section 8 Management Assessment Program (SEMAP) Certification

Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0215
(exp. 9/30/2013)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Instructions Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
Wichita Housing Authority	12/31/2010	02/15/2011

Check here if the PHA expends less than \$300,000 a year in Federal awards ☐

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

Performance Indicators

1. Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response Yes ☒ No ☐

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response Yes ☒ No ☐

2. Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response Yes ☒ No ☐

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response ☒ At least 98% of units sampled ☐ 80 to 97% of units sampled ☐ Less than 80% of units sampled

3. Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response ☐ At least 90% of files sampled ☒ 80 to 89% of files sampled ☐ Less than 80% of files sampled

4. Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response Yes ☒ No ☐

5. HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response Yes ☒ No ☐

6. HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response ☒ At least 98% of cases sampled ☐ Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

Applies only to PHAs with jurisdiction in metropolitan FMR areas.

Check here if not applicable ☐

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes ☒ No ☐

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes ☒ No ☐

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes ☒ No ☐

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes ☒ No ☐

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes ☒ No ☐

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes ☒ No ☐

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes ☒ No ☐

Enter current FMRs and payment standards (PS)

0-BR FMR	424	1-BR FMR	475	2-BR FMR	624	3-BR FMR	798	4-BR FMR	897
PS	432	PS	522	PS	686	PS	877	PS	968

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response Yes ☒ No ☐

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response Yes ☒ No ☐

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response Yes ☒ No ☐

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

PHA Response Yes ☒ No ☐

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

PHA Response Yes ☒ No ☐

- 14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

Applies only to PHAs required to administer an FSS program.

Check here if not applicable ☐

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

or, Number of mandatory FSS slots under HUD-approved exception

91

b. Number of FSS families currently enrolled

135

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

0

Percent of FSS slots filled (b + c divided by a)

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program .

Check here if not applicable ☐

PHA Response

Yes ☒

No ☐

0

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

Deconcentration Bonus Indicator (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;

or

- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response

Yes ☐

No ☒

If yes, attach completed deconcentration bonus indicator addendum.

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) 02/15/2011

Date (mm/dd/yyyy) 02/15/2011

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) _____

PHA Name _____

Principal Operating Area of PHA _____
(The geographic entity for which the Census tabulates data)

Special Instructions for State or regional PHAs Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area _____

Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) _____ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
- _____ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
- _____ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).

Is line c 50% or more? Yes ☐ No ☐

- 2) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- _____ c. Number of Section 8 families with children who moved during the last completed PHA FY.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes ☐ No ☐

- 3) _____ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
- _____ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- _____ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
- _____ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes ☐ No ☐

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.

City of Wichita
City Council Meeting
February 15, 2011

TO: Wichita Housing Authority Board

SUBJECT: Admissions and Continued Occupancy Policy (ACOP) Revision

INITIATED BY: Housing and Community Services Department

AGENDA: Housing (Consent)

Recommendation: Review and approve the Public Housing Admissions and Continued Occupancy Policy (ACOP) revision.

Background: Public housing authorities are required by the U. S. Department of Housing and Urban Development (HUD) regulations to adopt and maintain admission, occupancy and waiting list policies, and to revise them as necessary. When HUD approved the Designated Housing Allocation Plan to meet the needs of the elderly and limit occupancy in Greenway Manor and McLean Manor apartment complexes to applicants age 62 and over, a near-elderly designation was created. This designation referred to applicants age 50 through 61 and was established for occasions when the Public Housing waiting list did not have applicants age 62 and over.

Analysis: Wichita Public Housing staff last revised the Admissions and Continued Occupancy Policy on February 12, 2008. The proposed revision will modify the Admissions and continued Occupancy Policy to clarify the eligibility for near-elderly applicants. Public Housing staff recommends the Admissions and Continued Occupancy Policy include language to further clarify the eligibility for near-elderly applicants by including two-person households as being eligible to occupy Greenway Manor or McLean Manor.

Financial Considerations: None.

Goal Impact: The Admissions and Continued Occupancy Policy contributes to the City's Goal of Economic Vitality and Affordable Living.

Legal Considerations: The Law Department has reviewed and approved the ACOP revision as to form.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board review and approve the Public Housing Admissions and Continued Occupancy Policy revision.

Attachments: Admissions and Continued Occupancy Policy Revision

- A. The applicant must qualify as a family. A family consists of:
1. Two or more persons residing together in a stable family-type relationship, including single pregnant women with no other children (regardless of delivery date) or a single person in the process of securing legal custody and/or adoption of any individual, who has not obtained the age of 18 years, who meets all other requirements;
 2. A head of household, spouse, or sole family member who is at least 62 years of age, or a disabled person, and may include two or more elderly, disabled or handicapped persons, living with another person who is determined to be essential to their care and well being (see Glossary for definition of “Live-in-Aide”);
 3. The remaining member of a tenant family (for continued occupancy purposes only), who is at least 18 years of age, or the age of majority as designated by state law;
 4. ~~A single person or~~ One or two near-elderly persons at least 50 years old, but under the age of 62 years ~~person living alone or intending to live alone~~, and ~~who~~ does not qualify as an elderly family, or a displaced person, or as the remaining member of a tenant family, but will qualify to occupy Greenway Manor or McLean Manor pursuant to the Designated Housing Allocation Plan ; or
 5. A displaced person who is displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws, as well as the conversion, sale or closing of an applicant’s building.

City of Wichita
City Council Meeting
February 15, 2011

TO: Wichita Housing Authority Board

SUBJECT: 2010 Public Housing Assessment System

INITIATED BY: Housing and Community Services Department

AGENDA: Housing (Consent)

Recommendation: Review and approve the submission of the 2010 Public Housing Assessment System Certification to the U.S. Department of Housing and Urban Development, adopt the resolution and authorize the necessary signatures.

Background: On January 11, 2000, the U. S. Department of Housing and Urban Development (HUD) published 24 CFR Part 902 in the Federal Register requiring housing authorities to submit The Public Housing Assessment System (PHAS) Certification on an annual basis. The evaluation system designates public housing authorities as High Performers, Standard Performers or Troubled Performers, based on PHAS scores using a 100-point scale. Housing authorities scoring 90 points and above are designated as High Performers. Housing authorities that score above 60 and below 90 are designated as Standard Performers.

Housing authorities scoring below 60 are designated as Troubled Performers under PHAS and will receive help from HUD's Regional Office to improve their performance and meet HUD's new standards. If a troubled housing authority fails to significantly improve its performance, HUD can refer the housing authority to a federal judge and create a receivership to take over management of the authority and remove its board members from office. HUD can also seek civil and criminal sanctions against housing authorities in the most serious cases.

Key elements of the PHAS Certification are:

Physical Inspections – 30% of score – HUD conducts the physical inspection of all public housing developments. Evaluations are based on objective, verifiable and uniform national standards designed to determine if public housing residents receive decent, safe and sanitary housing.

Financial Assessment – 30% of score – HUD will evaluate the financial condition of the Wichita Housing Authority (WHA), using generally accepted accounting principles. The WHA accountants will electronically submit standardized financial information to HUD prior to March 1, 2011.

Management Certification – 30% of score – HUD measures six management indicators. Components of those indicators include unit turnaround time, Capital Fund expenditures, completion time of maintenance work orders, annual inspections lease enforcement and resident self-sufficiency. Attached is the management review.

Resident Satisfaction and Services Assessment – 10% of score – HUD surveys public housing residents about their satisfaction with the developments in which they reside. Residents are asked their opinion of the quality of their dwelling units, resident organizations, program activities, safety and other issues. The 2007 HUD survey score will be carried over to the 2010 assessment, as HUD has not surveyed residents for the past three years.

Analysis: Wichita Housing Authority staff has completed the 2010 PHAS Management Certification, which will comprise 30% of the PHAS score. The attached Management Certification reflects continued positive performance in modernization and work orders; those scores should continue to be rated high by HUD. The Public Housing Division made ready and leased 88 units in 2010 compared to 105 units in 2009. The reduced level of unit turnaround is attributed to a fewer number of evictions for tenant non-compliance.

The final results of the 2010 Financial Assessment will not be known until the overall PHAS scores are released. The overall PHAS score is calculated based upon all indicators and graded by HUD's electronic systems.

Final 2009 PHAS Scores

Physical Condition	24 of 30
Financial Condition	25 of 30
Management	26 of 30
Resident Satisfaction	9 of 10
Total	84 of 100 – Standard Performer

Financial Considerations: None.

Goal Impact: The submission of the Certification relates to the City's goal to Promote Economic Vitality and Affordable Living.

Legal Considerations: Annual submission of the 2010 PHAS Management Certification is necessary for the Wichita Housing Authority to remain in compliance with federal regulations. The Law Department has reviewed and approved the resolution as to form.

Recommendation/Action: It is recommended that the Wichita Housing Authority Board review and approve the submission of the 2010 Public Housing Assessment System Certification to the U. S. Department of Housing and Urban Development, adopt the resolution, and authorize the necessary signatures.

Attachments

PHAS Management Certification
Resolution

Management Assessment for Public Housing Agencies**View/Print Full Submission**

PHA Code : KS004 FYE : 12/31 Fiscal Year : 2010
 PHA Name : Wichita Housing Authority
 Submission Type : Submission Status : Draft

[Inbox](#) | [Unit Turnaround](#) | [Capital Fund](#) | [Work Orders](#) | [Annual Inspection](#) | [Security](#) | [Econ. Self-Suff](#)

Sub-Indicator 1: Vacant Unit Turnaround Time

ELEMENT	DESCRIPTION	AMOUNT
V12400	Total number of turnaround days.	10,808
V12500	Total number of vacancy days exempted for Capital Fund.	0
V12600	Total number of vacancy days exempted for other reasons.	1,919
V12700	Total number of vacant units turned around and lease in effect in the PHA's immediate past fiscal year.	88
V12800	Average number of calendar days units were in down time.	1.00
V12900	Average number of calendar days units were in make ready time.	72.35
V13000	Average number of calendar days units were in lease up time.	27.66
V13100	Average Unit Turnaround Days.	101.01

[\[Top of Page\]](#)

Sub-Indicator 2: Capital Fund

ELEMENT	DESCRIPTION	AMOUNT
CF10000	Do you have any open Capital Fund programs(e.g. CGP, HOPE VI)(Y/N)? Open = any program that does not have a pre-audit end date or that received a pre-audit end date during the fiscal year being assessed.	yes
Component 1:	Unexpended Funds Over Three Federal Fiscal Years (FFYs) Old	
CF10050	Total funds authorized over 3 FFYs old that do not have a pre-audit end date or that received a pre-audit end date during the fiscal year being assessed.	\$ 0.00
CF10100	Total funds expended over 3 FFYs old that do not have a pre-audit end date or that received a pre-audit end date during the fiscal year being assessed.	\$ 0.00
CF10200	Unexpended funds to be recaptured (enter dollar amt).	\$ 0.00
CF10300	Unexpended funds approved by HUD over 3 FFYs old	\$ 0.00

	(enter dollar amt).	
CF10400	Unexpended funds with time extensions due to reasons outside of PHA control (enter dollar amt).	\$ 0.00
CF10500	Adjusted total unexpended funds.	\$ 0.00
Component 2:	Timeliness of Fund Obligation	
CF11100	Total funds authorized for grants over 2 FFYs old.	\$ 0.00
CF11200	Total funds obligated over 2 FFYs old.	\$ 0.00
CF11300	Unobligated funds approved by HUD over 2 FFYs old (enter dollar amt).	\$ 0.00
CF11400	Unobligated funds with time extensions due to reasons outside of PHA control (enter dollar amt).	\$ 0.00
CF11500	Adjusted total unobligated funds.	\$ 0.00
Component 3:	Adequacy of Contract Administration	
CF11700	The date of last HUD/Army Corps of Engineers on-site inspection and/or audit related to contract administration (include A133 audit).	09/02/1993
CF11800	The number of findings related to contract administration.	0
CF11900	The number of findings related to contract administration that have been corrected by the PHA.	0
CF12000	The number of findings related to contract administration that the PHA is in the process of correcting.	0
Component 4:	Quality of the Physical Work	
CF12200	Date of last HUD/Army Corps of Engineers on-site inspection and/or audit related to quality of the physical work.	09/02/1993
CF12300	The number of findings related to the quality of the physical work.	0
CF12400	The number of findings related to the quality of the physical work that have been corrected by the PHA.	0
CF12500	The number of findings related to the quality of the physical work that the PHA is in the process of correcting.	0
Component 5:	Budget Controls	
CF12700	Total amount of Capital Funds expended during the PHA fiscal year being assessed.	\$ 1,974,066.65
CF12800	The amount of Capital Funds expended on approved work items not subject to budget revisions during the PHA fiscal year being assessed.	\$ 1,974,066.65
CF12900	The amount of Capital Funds expended under budget revisions with prior HUD approval during the PHA fiscal year being assessed.	\$ 0.00
CF13000	The amount of Capital Funds expended under budget revisions not requiring prior HUD approval during the PHA fiscal year being assessed.	\$ 0.00

[Top of Page]

Sub-Indicator 3: Work Orders

ELEMENT	DESCRIPTION	AMOUNT
Component 1:	Emergency Work Orders	
W10000	Total number of emergency work orders.	383
W10100	Total number of emergency work orders completed / abated within 24 hours.	383
W10200	Percentage of emergency work orders completed / abated within 24 hours.	100.00%
Component 2:	Non-Emergency Work Orders	
W10500	Total number of non-emergency work orders.	5,552
W10600	Total number of calendar days it took to complete non-emergency work orders.	19,842
W10700	Average number of days PHA has reduced the time it takes to complete non-emergency work orders over the past three years.	
W10800	Average completion days.	3.57

[\[Top of Page\]](#)

Sub-Indicator 4: Annual Inspection of Dwelling Units and Systems

ELEMENT	DESCRIPTION	AMOUNT
Component 1:	Annual Inspection of Dwelling Units	
A10000	The total number of ACC units.	578
A10100	The sum of units exempted where the PHA made two documented attempts to inspect and is enforcing the lease.	0
A10200	Vacant units exempted for Capital Fund.	0
A10300	Vacant units exempted for other reasons.	0
A10400	Total number of units inspected using the Uniform Physical Condition Standards (UPCS).	578
A10550	Total number of units inspected that did not require repairs.	290
A10600	The number of units where necessary repairs were completed to comply with UPCS either during the inspection, issued work orders for the repairs, or referred the deficiency to the current year's or next year's Capital Fund program.	288
A10700	Adjusted units available.	578
A10800	Percent of units inspected by PHA.	100.00%
Component 2:	Annual Inspection of Systems Including Common Areas and Non-Dwelling Space	

A11100	Total number of projects.	4
A11200	Total number of projects exempted from the inspection of systems.	0
A11300	The total number of projects where all systems were inspected in accordance with the UPCS.	4
A11400	Total number of buildings.	378
A11500	Total number of buildings exempted from the inspection of systems.	0
A11600	Total number of buildings where all systems were inspected in accordance with the UPCS.	378
A11700	The number of buildings and projects where necessary repairs were completed to comply with UPCS either during the inspection, issued work orders for the repairs, or referred the deficiency to the current year's or next year's Capital Fund program.	4
A11800	Percentage of projects inspected.	100.00%
A11900	Percentage of buildings inspected.	100.00%

[Top of Page]

Sub-Indicator 5: Security

ELEMENT	DESCRIPTION	AMOUNT
Component 1:	Tracking and Reporting Crime-Related Problems	
S10000	The date that the Board adopted current policies to track crime and crime-related problems.	09/19/1996
S10100	The date that the PHA implemented the current procedures to track crime and crime-related problems.	09/19/1996
S10200	The date that the PHA implemented a current cooperative system for tracking and reporting crime to local police authorities.	09/19/1996
S10300	The number of crimes that the PHA can document it reported to local police authorities.	17
S10400	Percentage of developments where PHA can document it tracks crime and crime-related problems.	100.00%
Component 2:	Screening of Applicants	
S10500	The date the Board adopted current screening policies that reflect the applicable criteria.	09/19/1996
S10600	The date the PHA implemented current screening procedures that reflect the applicable criteria.	09/19/1996
S10700	PHA can document that current screening procedures result in successfully denying admission to applicants who meet the applicable criteria (enter Yes or No).	yes
S10800	The total number of applicants denied who met the applicable criteria	4
Component 3:	Lease Enforcement	

S10900	The date the Board adopted current eviction policies that reflect the applicable criteria.	09/19/1996
S11000	The date the PHA implemented current eviction procedures that reflect the applicable criteria.	09/19/1996
S11100	PHA can document that eviction screening procedures resulted in the evicting of residents who meet the applicable criteria (enter Yes or No).	yes
S11200	The total number of evictions as a result of the applicable criteria.	5
Component 4: Drug Prevention and/or Crime Reduction Program Goals		
S11350	The number of HUD-funded drug prevention and/or crime reduction programs.	0
S11450	The number of non HUD-funded drug prevention and/or crime reduction programs that the PHA requests to be assessed.	1
S11550	The number of documented program goals that are related to drug-prevention and/or crime reduction.	1
S11600	The number of goals the PHA can document it met under the implementation plans(s) for any and all of these programs.	1
S11700	Percentage of goals that the PHA can document it met under the implementation plans(s) for any and all of these programs.	100.00%

[Top of Page]

Sub-Indicator 6: Economic Self-Sufficiency

ELEMENT	DESCRIPTION	AMOUNT
E10000	The number of HUD-funded economic self-sufficiency programs.	2
E10100	The number of non HUD-funded economic self-sufficiency programs that the PHA requests to be assessed.	0
E10200	The number of documented program goals that are related to economic self-sufficiency.	4
E10300	The number of goals the PHA can document it met under the implementation plan(s) for any and all of these programs.	4
E10400	Percentage of goals that the PHA can document it met under the implementation plan(s) for any and all of these programs.	100.00%

[Top of Page]

Comments or Questions? Please go to [Technical Assistance Center](#) or [Contact MASS](#)

City of Wichita
City Council Meeting
February 15, 2011

TO: Wichita Housing Authority Board

SUBJECT: 2011 Utility Allowance Schedule – Section 8 Housing Choice Voucher Program

INITIATED BY: Housing and Community Services Department

AGENDA: Housing (Consent)

Recommendation: Approve the 2011 Utility Allowance Schedule.

Background: The Quality Housing and Work Responsibilities Act of 1998 requires Housing Authorities to conduct an annual review of utility allowances. If there has been an increase/decrease of 10% or more in a utility rate, the allowance must be revised. The adjusted allowances are subtracted from the tenant's Adjusted Gross Rent to provide the net amount payable to landlords as rent, and are based on actual rates, average consumption estimates and adjustments for structure type and number of bedrooms. Utility allowances are not a direct compensation to the tenant for their utility consumption.

The Wichita Housing Authority Board must review and approve the utility allowances prior to implementation by the Wichita Housing Authority.

Analysis: Section 8 Housing Choice Voucher program staff reviewed utility rates using information provided by utility suppliers to determine the appropriate consumption for an energy-conserving household by structure type and bedroom size. Water and sewer utility rates have increased three times since 2009 and analysis of the increases (20% for water and 23% for sewer) indicates that the threshold has been met to require a revision of the Utility Allowance Schedule. As a result the recommended utility allowances reflect increases for water and sewer. Staff analysis of the remaining utility costs confirmed that there were no increases above the 10% threshold and therefore no need to change the allowances for gas, electric, air conditioning, range, refrigerator and trash collection. They will remain the same at the 2009 rates. Even though the Wichita Housing Authority requires that the landlord provide the stove and refrigerator before the unit can pass the initial inspection, the cost to rent or purchase these appliances must be included in the Utility Allowance Schedule.

Financial Considerations: This action is required by the U.S. Department of Housing and Urban Development (HUD). Adopting the utility allowances for 2011 will not affect the Wichita Housing Authority budget.

Goal Impact: The Housing Choice Voucher program supports the Promote Economic Vitality and Affordable Living goal.

Legal Considerations: The Law Department has reviewed and approved the schedule as to form.

Recommended Action: It is recommended that the Wichita Housing Authority Board approve the 2011 Utility Allowance Schedule.

Attachments: Utility Allowance Schedule.

**WICHITA HOUSING AUTHORITY
SECTION 8 HOUSING CHOICE VOUCHER PROGRAM
UTILITY ALLOWANCE SCHEDULE
FOR THE WICHITA METROPOLITAN AREA – 2011**

Structure Type: Single Family – Town/Row Houses – Twin – Duplex

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Gas Heat	33	43	57	70	88	101	116
Electric Heat	34	41	62	75	96	109	124
Gas Range	4	5	7	10	11	12	13
Electric Range	3	6	8	9	11	13	14
Other Electric (lighting & monthly basics)	19	23	29	33	41	45	52
Air Conditioning	7	10	12	15	19	22	25
Gas Water Heating	11	15	19	23	29	34	38
Electric Water Heating	12	13	22	28	34	40	45
Water	10	19	24	26	28	40	35
Sewer	11	17	26	30	36	39	46
Trash Collection	20	20	20	20	20	20	20
Range (Tenant Owned)	9	9	9	9	9	9	9
Refrigerator (Tenant Owned)	10	10	10	10	10	10	10

Structure Type: Low/High Rise – Garden Walkup – Mobile – Manufactured

Utility or Service	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Gas Heat	29	39	50	62	79	90	104
Electric Heat	29	41	55	66	83	95	109
Gas Range	5	6	7	10	11	13	15
Electric Range	4	6	8	8	12	14	15
Other Electric (lighting & monthly basics)	19	25	29	35	43	47	54
Air Conditioning	7	10	12	15	19	22	25
Gas Water Heating	11	16	21	24	32	37	41
Electric Water Heating	12	18	23	29	36	41	47
Water	10	17	19	23	26	30	35
Sewer	15	20	27	36	42	50	58
Trash Collection	20	20	20	20	20	20	20
Range (Tenant Owned)	9	9	9	9	9	9	9
Refrigerator (Tenant Owned)	10	10	10	10	10	10	10

City of Wichita
City Council Meeting
February 15, 2011

TO: Wichita Airport Authority

SUBJECT: Communications Cable Plant
Wichita Mid-Continent Airport
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the capital project budgets.

Background: The 2011 Capital Improvement Program (CIP) allows for utility improvements, which includes modifications and repairs to the communications cable plant on both airports. In addition to being the backbone for the Authority operated telephone system, this cable plant supports the airport-wide security system, the campus buildings environmental control system, the airfield lighting controls and the administrative network.

Analysis: It is necessary from time to time to extend, modify, repair and maintain the cable plant to fulfill the obligations that come with being the operator of such a communication infrastructure backbone. Some examples of campus-wide systems that run on the communications backbone include, but are not limited to: the extension of both fiber and copper cabling to meet tenant expansion needs, cabling relocation to accommodate facility construction and installation to address new location requirements of the airport systems.

Financial Considerations: The modifications are estimated to cost a total of \$50,000 for Mid-Continent Airport and a total of \$10,000 for Colonel James Jabara Airport over the next three years and will be paid for with Airport revenue recovered through the tenant Shared Telecommunications System (STS) schedule of charges.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements to allow uninterrupted airport services to be provided.

Legal Considerations: None.

Recommendations/Actions: Approve the capital project budgets.

Attachments: None.

**City of Wichita
City Council Meeting
February 15, 2011**

TO: Wichita Airport Authority

SUBJECT: Airline Use Agreements – Supplemental Agreements

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreements.

Background: The Wichita Airport Authority (WAA) has a uniform lease and use agreement with the six commercial passenger airlines serving Wichita Mid-Continent Airport. Supplemental Agreements are included for the following airlines: AirTran Airways, Inc.; American Airlines, Inc.; Continental Airlines, Inc.; Delta Air Lines, Inc.; Frontier Airlines Holdings, Inc.; and United Air Lines, Inc. The term of the current agreement is through December 31, 2010.

Analysis: It is the normal practice of the WAA to enter into contractual agreements with the passenger-carrying airlines serving Wichita Mid-Continent Airport in order to establish a business relationship and a basis for rentals, fees, and charges. It is now necessary to renew that agreement, effective January 1, 2011 and have the agreement extended for one year through December 31, 2011.

Financial Considerations: Under the contract methodology, passenger-carrying airlines serving Wichita Mid-Continent Airport will pay for their proportionate share of the maintenance, operation, and debt service associated with the airfield and terminal building. The ensuing rates and charges are determined pursuant to U. S. Department of Transportation Policy, Federal Code, U. S. Supreme Court rulings, and negotiations with the airlines. The estimated annual revenue for 2011 from these agreements is approximately \$4.5 million.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through extending agreements in cooperation with the airlines, thereby continuing airline operations and service in Wichita.

Legal Considerations: The Law Department has approved the Supplemental Agreements as to form.

Recommendations/Actions: It is recommended that the WAA approve the Supplemental Agreements, and authorize the necessary signatures.

Attachment: AirTran Airways, Inc. - Supplemental Agreement No. 8
American Airlines, Inc. - Supplemental Agreement No. 9
Continental Airlines, Inc. - Supplemental Agreement No. 2
Delta Air Lines, Inc. - Supplemental Agreement No. 2
Frontier Airlines, Inc. - Supplemental Agreement No. 5
United Air Lines, Inc. - Supplemental Agreement No. 9

SUPPLEMENTAL AGREEMENT NO. 8

AIRLINE AIRPORT USE AND LEASE AGREEMENT
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN

THE

WICHITA AIRPORT AUTHORITY

AND

AIRTRAN AIRWAYS, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 8, made and entered into this _____, 2011 by and between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and AIRTRAN AIRWAYS, INC., hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated May 7, 2002, for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport; and

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated May 7, 2002, for the purpose of including clarifying language to allow ingress and egress through airline exclusive-use premises for access of joint-use premises; and Supplemental Agreement No. 2 dated May 6, 2003, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 3 dated December 21, 2004, for the purpose of extending the term of the Agreement and modifying the exhibits, Supplemental Agreement No. 4 dated January 9, 2007 which extended the term of the Agreement, addressed the relocation of the leased premises and modified the exhibits; Supplemental Agreement No. 5 dated December 11, 2007 which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 6 dated January 13, 2009, which extended the term of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No. 7 dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 8 for the purpose of extending the term of the Agreement and modifying exhibits within the Agreement;

NOW, THEREFORE, the parties further agree as follows:

1.

Article II - Term, Section 2.1 – Initial Term, shall be modified as follows:

The term of this Supplemental Agreement shall commence January 1, 2011 and expire at midnight on December 31, 2011, subject to earlier termination as herein provided.

2.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

Exhibits “C” and “G”, attached hereto and incorporated herein, shall replace like exhibits included in the original Agreement and Supplemental Agreements.

3.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"Authority"

By _____
Victor D. White, Director of Airports

ATTEST:

AIRTRAN AIRWAYS, INC.

By _____

By _____
"Airline"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT "C"
SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>	
AirTran	233	1,689	581	-	150	651	3,304	s.f.
America West (US Airways)	-	-	-	-	-	-	-	s.f.
American	200	2,224	1,098	-	1,728	1,752	7,002	s.f.
American Eagle	-	-	-	-	-	-	-	s.f.
Atlantic Southeast	-	-	-	-	-	-	-	s.f.
Chautauqua	-	-	-	-	-	-	-	s.f.
Continental	105	1,470	-	-	203	-	1,778	s.f.
Delta	434	3,221	1,589	-	1,637	1,093	7,974	s.f.
Frontier Holdings	233	1,523	467	-	317	399	2,939	s.f.
Mesa	-	-	-	-	-	-	-	s.f.
Northwest	-	-	-	-	-	-	-	s.f.
Pinnacle	-	-	-	-	-	-	-	s.f.
Republic	-	-	-	-	-	-	-	s.f.
Skywest	-	-	-	-	-	-	-	s.f.
United	335	1,467	1,145	-	-	668	3,615	s.f.
Vacant	1,120	7,711	4,336	-	19,749	3,981	36,897	s.f.
	2,660	19,305	9,216	-	23,784	8,544	63,509	s.f.

AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>	
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965	s.f.

EXHIBIT “G”

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline’s Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline’s Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline’s share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline’s share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline’s apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline’s landing fees in each period shall be determined as the product of the landing fees rate for the period and airline’s landed weight for the period. Airline’s landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline’s aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

<u>Types of Space</u>	<u>Location/Function</u>	<u>Weighted Value</u>
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
<i>Airline Exclusive Use and Preferential Use</i>						
AirTran	233	1,689	581	801	0	3,304 s.f.
American	200	2,224	1,098	3,480	0	7,002 s.f.
Continental	105	1,470	0	203	0	1,778 s.f.
Delta	434	3,221	1,589	2,489	0	7,733 s.f.
Frontier	233	1,523	467	716	0	2,939 s.f.
United	335	1,467	1,145	668	0	3,615 s.f.
Vacant	1,120	7,711	4,336	23,971	0	37,138 s.f.
<i>Sub-Total</i>	2,660	19,305	9,216	32,328	0	63,509 s.f.
<i>Airline Joint Use</i>	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2011 to December 31, 2011, Signatory Airline Terminal rental rates shall be as follows:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Annual Rate per Sq. Ft.</u>
1	Ticket Counter	\$45.69
2	Holdrooms; Concourses; Bag Claim	\$41.12
3	Offices; VIP/Club Space	\$36.55
4	Bag Make-Up; Operations Space, Elevators	\$31.98
5	Inbound Bag; Tug Lane, Stairwells	\$22.85

These rates are based upon an average Signatory Airline Terminal rental rate of \$35.96 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.53 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. **Direct Cost Centers.**

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Bombardier Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Aircraft Certification, Manufacturing Inspection; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. **Custodial (12)** - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. **Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13)** - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C **Safety (14)** - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2008 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	21.0%
Terminal (02)	54.0
Other Airline (03)	6.0
Ground Transportation (04)	7.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	1.0
Government (07)	11.0
Jabara (08)	<u>0.0</u>
	100.0%

<p align="center">Wichita Airport Authority Exhibit G-1 Calculation of Terminal Rental and Landing Fee Rates 2011 Budget</p>

See Note		Budget 2011 Airfield Landing Fees Rate	Budget 2011 Average Terminal Rental Rate	Budget 2010 Airfield Landing Fees Rate	Budget 2010 Average Terminal Rental Rate
1.A	Direct Operation and Maintenance Expenses	\$ 1,411,926	\$ 3,030,664	\$ 1,379,511	\$ 2,768,515
1.B	Indirect Operation and Maintenance Expenses	2,199,146	1,301,674	2,115,479	1,387,391
	Subtotal O & M Expenses	3,611,072	4,332,338	3,494,990	4,155,906
1.C	Debt Service	39,813	161,211	144,134	256,046
1.D	Revenue Bond Coverage	-	-	-	-
1.E	Special Funds/Accounts	-	-	-	-
	Total Requirement	3,650,885	4,493,549	3,639,124	4,411,952
1.H	Less: Security Reimbursements		-		-
1.F	Less: Apron Fees	(123,200)		(123,200)	
1.G	Less: Other Landing Fees	(546,086)		(502,047)	
1.G	Less: Other Airfield Offsets	(593,134)		(598,660)	
	Adjusted Requirement	\$ 2,388,465	\$ 4,493,549	\$ 2,415,216	\$ 4,411,952
1.I	Terminal Area S.F. (Less Mech/Util)		124,972		124,972
1.I	Average Terminal Rental Rate		\$ 35.96		\$ 35.30
1.J	Signatory Airline Landed Weight (M-lbs.)	943,460		973,080	
1.J	Landing Fees Rate	\$ 2.53		\$ 2.48	

Differential Terminal Rates

2011 Budget

	<u>Budget 2011</u>	<u>Budget 2010</u>
Average Terminal Rental Rate	\$ 35.96	\$ 35.30
Signatory Airline Space	86,474	86,474
Total Rentals	\$ 3,109,297.97	\$ 3,052,836.99
Relative Space	68,050.40	68,050.40
Premium	\$ 45.69	\$ 44.86
Type 1 Rate	\$ 45.69	\$ 44.86
Type 2 Rate	\$ 41.12	\$ 40.38
Type 3 Rate	\$ 36.55	\$ 35.89
Type 4 Rate	\$ 31.98	\$ 31.40
Type 5 Rate	\$ 22.85	\$ 22.43

Exhibit G-2
(Page 1 of 2)
Three Year Detail of
O & M Expenses

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
<u>O&M Expenses</u>			
Direct O&M Expenses			
Airfield	\$ 1,426,225	\$ 1,379,511	\$ 1,411,926
Terminal	2,750,913	2,768,515	3,030,664
Other Airline	100,129	64,326	99,266
Ground Transportation	272,716	281,261	211,981
General Aviation	61,670	67,186	65,404
Commercial & Other Aviation	55,934	48,344	56,329
Government	219,726	186,729	200,983
Jabara	125,927	220,487	220,194
Subtotal Direct	5,013,239	5,016,359	5,296,747
Indirect O&M Expenses			
Administration	2,048,228	1,557,393	1,561,904
Building Maintenance	297,526	330,829	262,046
Field Maintenance	756,821	775,706	792,963
Custodial	176,699	183,311	161,282
Engineering	569,330	587,870	633,899
Safety	1,714,611	1,761,013	1,861,302
Systems & Services	124,777	173,668	137,608
Subtotal Indirect	5,687,992	5,369,791	5,411,004
Total O&M Expenses	\$ 10,701,231	\$ 10,386,150	\$ 10,707,751

Exhibit G-2
(Page 2 of 2)
Three Year Detail of
Debt Service

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
<u>Debt Service</u>			
Direct Debt Service			
Airfield	\$ 83,836	\$ 86,185	\$ 31,289
Terminal	126,220	97,994	96,174
Other Airline	41,333	41,076	-
Ground Transportation	347,976	347,847	221,400
General Aviation	38,164	31,304	4,911
Commercial & Other Aviation	70,584	70,555	65,956
Government	63,401	-	-
Jabara	78,158	50,442	17,054
Subtotal Direct	849,672	725,404	436,784
Indirect Debt Service			
Administration	29,287	22,305	20,703
Building Maintenance	76,638	76,638	76,638
Field Maintenance	27,826	27,670	-
Custodial	-	-	-
Engineering	-	-	-
Safety	25,347	12,737	6,261
Systems & Services	147,281	146,366	-
Unassigned	53,421	19,761	20,022
Subtotal Indirect	359,801	305,476	123,624
Total Debt Service	\$ 1,209,473	\$ 1,030,880	\$ 560,408

Exhibit G-3

Three Year Detail of Revenues
After Adjustment for Settlement

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
Airfield			
Signatory Airline Landing Fees	\$ 2,454,445	\$ 2,415,216	\$ 2,388,465
Nonsignatory Airline Landing Fees	40,396	40,439	42,347
Cargo Airline Landing Fees	503,822	461,608	503,738
Signatory Airline Apron Fees	148,666	123,200	123,200
Aviation Fuel Flowage Fees	552,888	568,280	561,526
Inflight Catering	-	-	0
Other Airfield Revenues	(32,475)	30,380	31,608
Subtotal Airfield	3,667,743	3,639,124	3,650,885
Terminal			
Rentals - Airlines	1,993,326	1,861,063	2,017,788
Security Reimbursement	-	-	0
Other Terminal Revenues	1,043,424	646,233	1,041,661
Subtotal Terminal	3,036,750	2,507,296	3,059,449
Other Airline	448,178	467,939	383,427
Ground Transportation	5,762,898	6,120,721	6,154,894
General Aviation	806,800	660,996	724,804
Commercial & Other Aviation	2,653,775	2,920,153	2,810,990
Government	396,337	638,439	740,740
Jabara	339,534	409,076	414,512
Other (Indirect)	489,552	730,659	633,292
Total Revenue	\$ 17,601,565	\$ 18,094,403	18,572,994

Wichita Airport Authority
Comparison
Landing Fee Rates
2011 Budget

		Budget 2011 Airfield Landing Fees Rate	Budget 2010 Airfield Landing Fees Rate	Dollar Difference	Percent Difference
<u>See Note</u>					
1.A	Direct Operation and Maintenance Expenses	\$ 1,411,926	\$ 1,379,511	\$ 32,415	2%
1.B	Indirect Operation and Maintenance Expenses	2,199,146	2,115,479	83,667	4%
	Subtotal O & M Expenses	3,611,072	3,494,990	116,082	3%
1.C	Debt Service	39,813	144,134	(104,321)	-72%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	3,650,885	3,639,124	11,761	0%
1.F	Less: Apron Fees	(123,200)	(123,200)	-	0%
1.G	Less: Other Landing Fees	(546,086)	(502,047)	(44,038)	9%
1.G	Less: Other Airfield Offsets	(593,134)	(598,660)	5,527	-1%
	Adjusted Requirement	\$ 2,388,465	\$ 2,415,216	(26,751)	-1%
1.J	Signatory Airline Landed Weight (M-lbs.)	943,460	973,080	(29,620)	-3%
1.J	Landing Fees Rate	\$ 2.53	\$ 2.48	\$ 0.05	2%

Wichita Airport Authority
Comparison
Terminal Rental Rates
2011 Budget

See Note		Budget 2011 Average Terminal Rental Rate	Budget 2010 Average Terminal Rental Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 3,030,664	\$ 2,768,515	\$ 262,149	9%
1.B	Indirect Operation and Maintenance Expenses	1,301,674	1,387,391	(85,717)	-6%
	Subtotal O & M Expenses	4,332,338	4,155,906	176,432	4%
1.C	Debt Service	161,211	256,046	(94,835)	-37%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	4,493,549	4,411,952	81,597	2%
1.H	Less: Security Reimbursements	-	-	-	#DIV/0!
	Adjusted Requirement	4,493,549	\$ 4,411,952	81,597	2%
1.I	Terminal Area S.F. (Less Mech/Util)	124,972	124,972	-	0%
1.I	Average Terminal Rental Rate	\$ 35.96	\$ 35.30	\$ 0.65	2%

Comparison O & M Expenses
--

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
<u>O&M Expenses</u>				
Direct O&M Expenses				
Airfield	\$ 1,379,511	\$ 1,411,926	\$ 32,415	2%
Terminal	2,768,515	3,030,664	262,149	9%
Other Airline	64,326	99,266	34,940	54%
Ground Transportation	281,261	211,981	(69,280)	-25%
General Aviation	67,186	65,404	(1,782)	-3%
Commercial & Other Aviation	48,344	56,329	7,985	17%
Government	186,729	200,983	14,254	8%
Jabara	220,487	220,194	(293)	0%
Subtotal Direct	5,016,359	5,296,747	280,388	6%
Indirect O&M Expenses				
Administration	1,557,393	1,561,904	4,510	0%
Building Maintenance	330,829	262,046	(68,783)	-21%
Field Maintenance	775,706	792,963	17,257	2%
Custodial	183,311	161,282	(22,029)	-12%
Engineering	587,870	633,899	46,029	8%
Safety	1,761,013	1,861,302	100,288	6%
Systems & Services	173,668	137,608	(36,060)	-21%
Subtotal Indirect	5,369,791	5,411,004	41,213	1%
Total O&M Expenses	\$ 10,386,150	\$ 10,707,751	321,601	3%

Comparison Debt Service

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
<u>Debt Service</u>				
Direct Debt Service				
Airfield	\$ 86,185	\$ 31,289	\$ (54,896)	-64%
Terminal	97,994	96,174	(1,820)	-2%
Other Airline	41,076	-	(41,076)	-100%
Ground Transportation	347,847	221,400	(126,447)	-36%
General Aviation	31,304	4,911	(26,393)	-84%
Commercial & Other Aviation	70,555	65,956	(4,599)	-7%
Government	-	-	-	#DIV/0!
Jabara	50,442	17,054	(33,388)	-66%
Subtotal Direct	725,404	436,784	(288,620)	-40%
Indirect Debt Service				
Administration	22,305	20,703	(1,602)	-7%
Building Maintenance	76,638	76,638	(0)	0%
Field Maintenance	27,670	-	(27,670)	-100%
Custodial	-	-	-	#DIV/0!
Engineering	-	-	-	#DIV/0!
Safety	12,737	6,261	(6,476)	-51%
Systems & Services	146,366	-	(146,366)	-100%
Unassigned	19,761	20,022	261	1%
Subtotal Indirect	305,476	123,624	(181,853)	-60%
Total Debt Service	\$ 1,030,880	\$ 560,408	(470,472)	-46%

<p align="center">Comparison Operating Revenues</p>
--

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
Airfield				
Signatory Airline Landing Fees	\$ 2,415,216	\$ 2,388,465	\$ (26,751)	-1%
Nonsignatory Airline Landing Fees	40,439	42,347	1,908	5%
Cargo Airline Landing Fees	461,608	503,738	42,130	9%
Signatory Airline Apron Fees	123,200	123,200	-	0%
Aviation Fuel Flowage Fees	568,280	561,526	(6,754)	-1%
Inflight Catering	-	0	-	#DIV/0!
Other Airfield Revenues	30,380	31,608	1,228	4%
Subtotal Airfield	3,639,124	3,650,885	11,761	0%
Terminal				
Rentals - Airlines	1,861,063	2,017,788	156,725	8%
Security Reimbursement	-	0	-	#DIV/0!
Other Terminal Revenues	646,233	1,041,661	395,428	61%
Subtotal Terminal	2,507,296	3,059,449	552,153	22%
Other Airline	467,939	383,427	(84,512)	-18%
Ground Transportation	6,120,721	6,154,894	34,173	1%
General Aviation	660,996	724,804	63,808	10%
Commercial & Other Aviation	2,920,153	2,810,990	(109,163)	-4%
Government	638,439	740,740	102,301	16%
Jabara	409,076	414,512	5,436	1%
Other (Indirect)	730,659	633,292	(97,367)	-13%
Total Revenue	\$ 18,094,403	18,572,994	478,591	3%

SUPPLEMENTAL AGREEMENT NO. 9

AIRLINE AIRPORT USE AND LEASE AGREEMENT
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN

THE

WICHITA AIRPORT AUTHORITY

AND

AMERICAN AIRLINES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 9 made and entered into this _____, 2011, by and between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and AMERICAN AIRLINES, INC., hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated April 4, 2000, for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport;

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated May 23, 2000, for the purpose of including clarifying language to allow ingress and egress through airline exclusive-use premises for access of joint-use premises; Supplemental Agreement No. 2 dated May 6, 2003, which extended the term of the Agreement and modified exhibits within the Agreement; Supplemental Agreement No. 3 dated October 19, 2004, which reduced the leased premises; Supplemental Agreement No. 4 dated December 21, 2004, which extended the term of the agreement and modified exhibits within the Agreement; Supplemental Agreement No. 5 dated January 9, 2007 which extended the term of the agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 6 dated December 11, 2007 which extended the term and modified exhibits within the Agreement; and Supplemental Agreement No. 7 dated January 13, 2009 which extended the term and modified exhibits within the Agreement; and Supplemental Agreement No.8 dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 9 for the purpose of extending the term of the Agreement and modifying exhibits within the Agreement;

NOW, THEREFORE, the parties further agree as follows:

1.

Article II - Term, Section 2.1 – Initial Term, shall be modified as follows:

The term of this Supplemental Agreement shall commence January 1, 2011 and expire at midnight on December 31, 2011, subject to earlier termination as herein provided.

2.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

Exhibit “C” and “G”, attached hereto and incorporated herein, shall replace like exhibits included in the original Agreement and Supplemental Agreements.

3.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"Authority"

By _____
Victor D. White, Director of Airports

ATTEST:

AMERICAN AIRLINES, INC.

By _____

By _____
"Airline"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT "C"
SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>	
AirTran	233	1,689	581	-	150	651	3,304	s.f.
America West (US Airways)	-	-	-	-	-	-	-	s.f.
American	200	2,224	1,098	-	1,728	1,752	7,002	s.f.
American Eagle	-	-	-	-	-	-	-	s.f.
Atlantic Southeast	-	-	-	-	-	-	-	s.f.
Chautauqua	-	-	-	-	-	-	-	s.f.
Continental	105	1,470	-	-	203	-	1,778	s.f.
Delta	434	3,221	1,589	-	1,637	1,093	7,974	s.f.
Frontier Holdings	233	1,523	467	-	317	399	2,939	s.f.
Mesa	-	-	-	-	-	-	-	s.f.
Northwest	-	-	-	-	-	-	-	s.f.
Pinnacle	-	-	-	-	-	-	-	s.f.
Republic	-	-	-	-	-	-	-	s.f.
Skywest	-	-	-	-	-	-	-	s.f.
United	335	1,467	1,145	-	-	668	3,615	s.f.
Vacant	1,120	7,711	4,336	-	19,749	3,981	36,897	s.f.
	2,660	19,305	9,216	-	23,784	8,544	63,509	s.f.

AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>	
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965	s.f.

EXHIBIT “G”

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline’s Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline’s Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline’s share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline’s share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline’s apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline’s landing fees in each period shall be determined as the product of the landing fees rate for the period and airline’s landed weight for the period. Airline’s landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline’s aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

<u>Types of Space</u>	<u>Location/Function</u>	<u>Weighted Value</u>
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
<i>Airline Exclusive Use and Preferential Use</i>						
AirTran	233	1,689	581	801	0	3,304 s.f.
American	200	2,224	1,098	3,480	0	7,002 s.f.
Continental	105	1,470	0	203	0	1,778 s.f.
Delta	434	3,221	1,589	2,489	0	7,733 s.f.
Frontier	233	1,523	467	716	0	2,939 s.f.
United	335	1,467	1,145	668	0	3,615 s.f.
Vacant	1,120	7,711	4,336	23,971	0	37,138 s.f.
<i>Sub-Total</i>	2,660	19,305	9,216	32,328	0	63,509 s.f.
<i>Airline Joint Use</i>	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2011 to December 31, 2011, Signatory Airline Terminal rental rates shall be as follows:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Annual Rate per Sq. Ft.</u>
1	Ticket Counter	\$45.69
2	Holdrooms; Concourses; Bag Claim	\$41.12
3	Offices; VIP/Club Space	\$36.55
4	Bag Make-Up; Operations Space, Elevators	\$31.98
5	Inbound Bag; Tug Lane, Stairwells	\$22.85

These rates are based upon an average Signatory Airline Terminal rental rate of \$35.96 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.53 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. **Direct Cost Centers.**

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Bombardier Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Aircraft Certification, Manufacturing Inspection; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. **Custodial (12)** - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. **Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13)** - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C **Safety (14)** - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2008 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	21.0%
Terminal (02)	54.0
Other Airline (03)	6.0
Ground Transportation (04)	7.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	1.0
Government (07)	11.0
Jabara (08)	<u>0.0</u>
	100.0%

<p align="center">Wichita Airport Authority Exhibit G-1 Calculation of Terminal Rental and Landing Fee Rates 2011 Budget</p>

See Note		Budget 2011 Airfield Landing Fees Rate	Budget 2011 Average Terminal Rental Rate	Budget 2010 Airfield Landing Fees Rate	Budget 2010 Average Terminal Rental Rate
1.A	Direct Operation and Maintenance Expenses	\$ 1,411,926	\$ 3,030,664	\$ 1,379,511	\$ 2,768,515
1.B	Indirect Operation and Maintenance Expenses	2,199,146	1,301,674	2,115,479	1,387,391
	Subtotal O & M Expenses	3,611,072	4,332,338	3,494,990	4,155,906
1.C	Debt Service	39,813	161,211	144,134	256,046
1.D	Revenue Bond Coverage	-	-	-	-
1.E	Special Funds/Accounts	-	-	-	-
	Total Requirement	3,650,885	4,493,549	3,639,124	4,411,952
1.H	Less: Security Reimbursements		-		-
1.F	Less: Apron Fees	(123,200)		(123,200)	
1.G	Less: Other Landing Fees	(546,086)		(502,047)	
1.G	Less: Other Airfield Offsets	(593,134)		(598,660)	
	Adjusted Requirement	\$ 2,388,465	\$ 4,493,549	\$ 2,415,216	\$ 4,411,952
1.I	Terminal Area S.F. (Less Mech/Util)		124,972		124,972
1.I	Average Terminal Rental Rate		\$ 35.96		\$ 35.30
1.J	Signatory Airline Landed Weight (M-lbs.)	943,460		973,080	
1.J	Landing Fees Rate	\$ 2.53		\$ 2.48	

Differential Terminal Rates

2011 Budget

	<u>Budget 2011</u>	<u>Budget 2010</u>
Average Terminal Rental Rate	\$ 35.96	\$ 35.30
Signatory Airline Space	86,474	86,474
Total Rentals	\$ 3,109,297.97	\$ 3,052,836.99
Relative Space	68,050.40	68,050.40
Premium	\$ 45.69	\$ 44.86
Type 1 Rate	\$ 45.69	\$ 44.86
Type 2 Rate	\$ 41.12	\$ 40.38
Type 3 Rate	\$ 36.55	\$ 35.89
Type 4 Rate	\$ 31.98	\$ 31.40
Type 5 Rate	\$ 22.85	\$ 22.43

Exhibit G-2
(Page 1 of 2)
Three Year Detail of
O & M Expenses

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
<u>O&M Expenses</u>			
Direct O&M Expenses			
Airfield	\$ 1,426,225	\$ 1,379,511	\$ 1,411,926
Terminal	2,750,913	2,768,515	3,030,664
Other Airline	100,129	64,326	99,266
Ground Transportation	272,716	281,261	211,981
General Aviation	61,670	67,186	65,404
Commercial & Other Aviation	55,934	48,344	56,329
Government	219,726	186,729	200,983
Jabara	125,927	220,487	220,194
Subtotal Direct	5,013,239	5,016,359	5,296,747
Indirect O&M Expenses			
Administration	2,048,228	1,557,393	1,561,904
Building Maintenance	297,526	330,829	262,046
Field Maintenance	756,821	775,706	792,963
Custodial	176,699	183,311	161,282
Engineering	569,330	587,870	633,899
Safety	1,714,611	1,761,013	1,861,302
Systems & Services	124,777	173,668	137,608
Subtotal Indirect	5,687,992	5,369,791	5,411,004
Total O&M Expenses	\$ 10,701,231	\$ 10,386,150	\$ 10,707,751

Exhibit G-2
(Page 2 of 2)
Three Year Detail of
Debt Service

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
<u>Debt Service</u>			
Direct Debt Service			
Airfield	\$ 83,836	\$ 86,185	\$ 31,289
Terminal	126,220	97,994	96,174
Other Airline	41,333	41,076	-
Ground Transportation	347,976	347,847	221,400
General Aviation	38,164	31,304	4,911
Commercial & Other Aviation	70,584	70,555	65,956
Government	63,401	-	-
Jabara	78,158	50,442	17,054
Subtotal Direct	849,672	725,404	436,784
Indirect Debt Service			
Administration	29,287	22,305	20,703
Building Maintenance	76,638	76,638	76,638
Field Maintenance	27,826	27,670	-
Custodial	-	-	-
Engineering	-	-	-
Safety	25,347	12,737	6,261
Systems & Services	147,281	146,366	-
Unassigned	53,421	19,761	20,022
Subtotal Indirect	359,801	305,476	123,624
Total Debt Service	\$ 1,209,473	\$ 1,030,880	\$ 560,408

Exhibit G-3

Three Year Detail of Revenues
After Adjustment for Settlement

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
Airfield			
Signatory Airline Landing Fees	\$ 2,454,445	\$ 2,415,216	\$ 2,388,465
Nonsignatory Airline Landing Fees	40,396	40,439	42,347
Cargo Airline Landing Fees	503,822	461,608	503,738
Signatory Airline Apron Fees	148,666	123,200	123,200
Aviation Fuel Flowage Fees	552,888	568,280	561,526
Inflight Catering	-	-	0
Other Airfield Revenues	(32,475)	30,380	31,608
Subtotal Airfield	3,667,743	3,639,124	3,650,885
Terminal			
Rentals - Airlines	1,993,326	1,861,063	2,017,788
Security Reimbursement	-	-	0
Other Terminal Revenues	1,043,424	646,233	1,041,661
Subtotal Terminal	3,036,750	2,507,296	3,059,449
Other Airline	448,178	467,939	383,427
Ground Transportation	5,762,898	6,120,721	6,154,894
General Aviation	806,800	660,996	724,804
Commercial & Other Aviation	2,653,775	2,920,153	2,810,990
Government	396,337	638,439	740,740
Jabara	339,534	409,076	414,512
Other (Indirect)	489,552	730,659	633,292
Total Revenue	\$ 17,601,565	\$ 18,094,403	18,572,994

Wichita Airport Authority
Comparison
Landing Fee Rates
2011 Budget

		Budget 2011 Airfield Landing Fees Rate	Budget 2010 Airfield Landing Fees Rate	Dollar Difference	Percent Difference
<u>See Note</u>					
1.A	Direct Operation and Maintenance Expenses	\$ 1,411,926	\$ 1,379,511	\$ 32,415	2%
1.B	Indirect Operation and Maintenance Expenses	2,199,146	2,115,479	83,667	4%
	Subtotal O & M Expenses	3,611,072	3,494,990	116,082	3%
1.C	Debt Service	39,813	144,134	(104,321)	-72%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	3,650,885	3,639,124	11,761	0%
1.F	Less: Apron Fees	(123,200)	(123,200)	-	0%
1.G	Less: Other Landing Fees	(546,086)	(502,047)	(44,038)	9%
1.G	Less: Other Airfield Offsets	(593,134)	(598,660)	5,527	-1%
	Adjusted Requirement	\$ 2,388,465	\$ 2,415,216	(26,751)	-1%
1.J	Signatory Airline Landed Weight (M-lbs.)	943,460	973,080	(29,620)	-3%
1.J	Landing Fees Rate	\$ 2.53	\$ 2.48	\$ 0.05	2%

Wichita Airport Authority
Comparison
Terminal Rental Rates
2011 Budget

		Budget 2011 Average Terminal Rental Rate	Budget 2010 Average Terminal Rental Rate	Dollar Difference	Percent Difference
<u>See Note</u>					
1.A	Direct Operation and Maintenance Expenses	\$ 3,030,664	\$ 2,768,515	\$ 262,149	9%
1.B	Indirect Operation and Maintenance Expenses	1,301,674	1,387,391	(85,717)	-6%
	Subtotal O & M Expenses	4,332,338	4,155,906	176,432	4%
1.C	Debt Service	161,211	256,046	(94,835)	-37%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	4,493,549	4,411,952	81,597	2%
1.H	Less: Security Reimbursements	-	-	-	#DIV/0!
	Adjusted Requirement	4,493,549	\$ 4,411,952	81,597	2%
1.I	Terminal Area S.F. (Less Mech/Util)	124,972	124,972	-	0%
1.I	Average Terminal Rental Rate	\$ 35.96	\$ 35.30	\$ 0.65	2%

Comparison O & M Expenses
--

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
<u>O&M Expenses</u>				
Direct O&M Expenses				
Airfield	\$ 1,379,511	\$ 1,411,926	\$ 32,415	2%
Terminal	2,768,515	3,030,664	262,149	9%
Other Airline	64,326	99,266	34,940	54%
Ground Transportation	281,261	211,981	(69,280)	-25%
General Aviation	67,186	65,404	(1,782)	-3%
Commercial & Other Aviation	48,344	56,329	7,985	17%
Government	186,729	200,983	14,254	8%
Jabara	220,487	220,194	(293)	0%
Subtotal Direct	5,016,359	5,296,747	280,388	6%
Indirect O&M Expenses				
Administration	1,557,393	1,561,904	4,510	0%
Building Maintenance	330,829	262,046	(68,783)	-21%
Field Maintenance	775,706	792,963	17,257	2%
Custodial	183,311	161,282	(22,029)	-12%
Engineering	587,870	633,899	46,029	8%
Safety	1,761,013	1,861,302	100,288	6%
Systems & Services	173,668	137,608	(36,060)	-21%
Subtotal Indirect	5,369,791	5,411,004	41,213	1%
Total O&M Expenses	\$ 10,386,150	\$ 10,707,751	321,601	3%

Comparison Debt Service

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
<u>Debt Service</u>				
Direct Debt Service				
Airfield	\$ 86,185	\$ 31,289	\$ (54,896)	-64%
Terminal	97,994	96,174	(1,820)	-2%
Other Airline	41,076	-	(41,076)	-100%
Ground Transportation	347,847	221,400	(126,447)	-36%
General Aviation	31,304	4,911	(26,393)	-84%
Commercial & Other Aviation	70,555	65,956	(4,599)	-7%
Government	-	-	-	#DIV/0!
Jabara	50,442	17,054	(33,388)	-66%
Subtotal Direct	725,404	436,784	(288,620)	-40%
Indirect Debt Service				
Administration	22,305	20,703	(1,602)	-7%
Building Maintenance	76,638	76,638	(0)	0%
Field Maintenance	27,670	-	(27,670)	-100%
Custodial	-	-	-	#DIV/0!
Engineering	-	-	-	#DIV/0!
Safety	12,737	6,261	(6,476)	-51%
Systems & Services	146,366	-	(146,366)	-100%
Unassigned	19,761	20,022	261	1%
Subtotal Indirect	305,476	123,624	(181,853)	-60%
Total Debt Service	\$ 1,030,880	\$ 560,408	(470,472)	-46%

<p style="text-align: center;">Comparison Operating Revenues</p>

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
Airfield				
Signatory Airline Landing Fees	\$ 2,415,216	\$ 2,388,465	\$ (26,751)	-1%
Nonsignatory Airline Landing Fees	40,439	42,347	1,908	5%
Cargo Airline Landing Fees	461,608	503,738	42,130	9%
Signatory Airline Apron Fees	123,200	123,200	-	0%
Aviation Fuel Flowage Fees	568,280	561,526	(6,754)	-1%
Inflight Catering	-	0	-	#DIV/0!
Other Airfield Revenues	30,380	31,608	1,228	4%
Subtotal Airfield	3,639,124	3,650,885	11,761	0%
Terminal				
Rentals - Airlines	1,861,063	2,017,788	156,725	8%
Security Reimbursement	-	0	-	#DIV/0!
Other Terminal Revenues	646,233	1,041,661	395,428	61%
Subtotal Terminal	2,507,296	3,059,449	552,153	22%
Other Airline	467,939	383,427	(84,512)	-18%
Ground Transportation	6,120,721	6,154,894	34,173	1%
General Aviation	660,996	724,804	63,808	10%
Commercial & Other Aviation	2,920,153	2,810,990	(109,163)	-4%
Government	638,439	740,740	102,301	16%
Jabara	409,076	414,512	5,436	1%
Other (Indirect)	730,659	633,292	(97,367)	-13%
Total Revenue	\$ 18,094,403	18,572,994	478,591	3%

SUPPLEMENTAL AGREEMENT NO. 2
AIRLINE AIRPORT USE AND LEASE AGREEMENT
BETWEEN
WICHITA AIRPORT AUTHORITY
AND
CONTINENTAL AIRLINES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 2, made and entered into as of _____, 2011, by and between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and CONTINENTAL AIRLINES, INC., hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated October 27, 2009 for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport; and

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 2 for the purpose of modifying certain language, extending the term of the Agreement, and modifying exhibits within the agreement; and

WHEREAS, United Airlines, Inc. ("United") and Airline are both wholly-owned subsidiaries of United Continental Holdings, Inc.; and

WHEREAS, United and Airline have begun the process of merging operations, including the submittal of required documentation to the Federal Aviation Administration for a single operating certificate; and that Airline and United intend to consolidate their operations and respective use and lease agreements at the Airport; and

NOW, THEREFORE, the parties further agree as follows:

1.

Article II - Term, Section 2.1 – Initial Term, shall be modified as follows:

The term of this Supplemental Agreement shall commence January 1, 2011 and expire at midnight on December 31, 2011, subject to earlier termination as herein provided.

2.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

Authority shall during the term of these Agreements assign and/or modify the Airline Premises and any other leases or agreements between the Airline and/or Continental and the Authority and shall grant such permissions and consents necessary to accomplish the consolidation of Airline's and Continental's operations at the Airport in accordance with the reasonable requests of Airline and Continental, which may include the following:

- a) Relocation of Airline's or Continental's Airline Premises to an unoccupied, contiguous location;
- b) Consolidation of Airline, or Continental's Airline Premises and the relinquishment of excess or duplicative space;
- c) Consolidation of Agreements and Supplemental Agreements into a single Agreement, and the termination of either Airline's or Continental's respective agreements with Authority as applicable;
- d) Construction or modification of tenant improvements by Airline or Continental (at Airline or Continental's reasonable expense);
- e) Rebranding and new signage in the combined Airline Premises or other premises where such signage exists during the course of integrating the two airlines into one airline with a single operating certificate; and
- f) The integration of operations and consolidation of Airline Premises may take place in parts before a single operating certificate is issued.

Exhibits "C" and "G", attached hereto and incorporated herein, shall replace like exhibits included in the original Agreement and Supplemental Agreements.

3.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
Authority”

By _____
Victor D. White, Director of Airports

ATTEST:

CONTINENTAL AIRLINES, INC.

By: _____

By: _____

Title: _____

Title: _____
“Airline”

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT "C"
SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>	
AirTran	233	1,689	581	-	150	651	3,304	s.f.
America West (US Airways)	-	-	-	-	-	-	-	s.f.
American	200	2,224	1,098	-	1,728	1,752	7,002	s.f.
American Eagle	-	-	-	-	-	-	-	s.f.
Atlantic Southeast	-	-	-	-	-	-	-	s.f.
Chautauqua	-	-	-	-	-	-	-	s.f.
Continental	105	1,470	-	-	203	-	1,778	s.f.
Delta	434	3,221	1,589	-	1,637	1,093	7,974	s.f.
Frontier Holdings	233	1,523	467	-	317	399	2,939	s.f.
Mesa	-	-	-	-	-	-	-	s.f.
Northwest	-	-	-	-	-	-	-	s.f.
Pinnacle	-	-	-	-	-	-	-	s.f.
Republic	-	-	-	-	-	-	-	s.f.
Skywest	-	-	-	-	-	-	-	s.f.
United	335	1,467	1,145	-	-	668	3,615	s.f.
Vacant	1,120	7,711	4,336	-	19,749	3,981	36,897	s.f.
	2,660	19,305	9,216	-	23,784	8,544	63,509	s.f.

AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>	
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965	s.f.

EXHIBIT “G”

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline’s Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline’s Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline’s share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline’s share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline’s apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline’s landing fees in each period shall be determined as the product of the landing fees rate for the period and airline’s landed weight for the period. Airline’s landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline’s aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

<u>Types of Space</u>	<u>Location/Function</u>	<u>Weighted Value</u>
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
<i>Airline Exclusive Use and Preferential Use</i>						
AirTran	233	1,689	581	801	0	3,304 s.f.
American	200	2,224	1,098	3,480	0	7,002 s.f.
Continental	105	1,470	0	203	0	1,778 s.f.
Delta	434	3,221	1,589	2,489	0	7,733 s.f.
Frontier	233	1,523	467	716	0	2,939 s.f.
United	335	1,467	1,145	668	0	3,615 s.f.
Vacant	1,120	7,711	4,336	23,971	0	37,138 s.f.
<i>Sub-Total</i>	2,660	19,305	9,216	32,328	0	63,509 s.f.
<i>Airline Joint Use</i>	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2011 to December 31, 2011, Signatory Airline Terminal rental rates shall be as follows:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Annual Rate per Sq. Ft.</u>
1	Ticket Counter	\$45.69
2	Holdrooms; Concourses; Bag Claim	\$41.12
3	Offices; VIP/Club Space	\$36.55
4	Bag Make-Up; Operations Space, Elevators	\$31.98
5	Inbound Bag; Tug Lane, Stairwells	\$22.85

These rates are based upon an average Signatory Airline Terminal rental rate of \$35.96 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.53 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. **Direct Cost Centers.**

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Bombardier Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Aircraft Certification, Manufacturing Inspection; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. **Custodial (12)** - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. **Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13)** - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C **Safety (14)** - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2008 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	21.0%
Terminal (02)	54.0
Other Airline (03)	6.0
Ground Transportation (04)	7.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	1.0
Government (07)	11.0
Jabara (08)	<u>0.0</u>
	100.0%

<p align="center">Wichita Airport Authority Exhibit G-1 Calculation of Terminal Rental and Landing Fee Rates 2011 Budget</p>

See Note		Budget 2011 Airfield Landing Fees Rate	Budget 2011 Average Terminal Rental Rate	Budget 2010 Airfield Landing Fees Rate	Budget 2010 Average Terminal Rental Rate
1.A	Direct Operation and Maintenance Expenses	\$ 1,411,926	\$ 3,030,664	\$ 1,379,511	\$ 2,768,515
1.B	Indirect Operation and Maintenance Expenses	2,199,146	1,301,674	2,115,479	1,387,391
	Subtotal O & M Expenses	3,611,072	4,332,338	3,494,990	4,155,906
1.C	Debt Service	39,813	161,211	144,134	256,046
1.D	Revenue Bond Coverage	-	-	-	-
1.E	Special Funds/Accounts	-	-	-	-
	Total Requirement	3,650,885	4,493,549	3,639,124	4,411,952
1.H	Less: Security Reimbursements		-		-
1.F	Less: Apron Fees	(123,200)		(123,200)	
1.G	Less: Other Landing Fees	(546,086)		(502,047)	
1.G	Less: Other Airfield Offsets	(593,134)		(598,660)	
	Adjusted Requirement	\$ 2,388,465	\$ 4,493,549	\$ 2,415,216	\$ 4,411,952
1.I	Terminal Area S.F. (Less Mech/Util)		124,972		124,972
1.I	Average Terminal Rental Rate		\$ 35.96		\$ 35.30
1.J	Signatory Airline Landed Weight (M-lbs.)	943,460		973,080	
1.J	Landing Fees Rate	\$ 2.53		\$ 2.48	

Differential Terminal Rates

2011 Budget

	<u>Budget 2011</u>	<u>Budget 2010</u>
Average Terminal Rental Rate	\$ 35.96	\$ 35.30
Signatory Airline Space	86,474	86,474
Total Rentals	\$ 3,109,297.97	\$ 3,052,836.99
Relative Space	68,050.40	68,050.40
Premium	\$ 45.69	\$ 44.86
Type 1 Rate	\$ 45.69	\$ 44.86
Type 2 Rate	\$ 41.12	\$ 40.38
Type 3 Rate	\$ 36.55	\$ 35.89
Type 4 Rate	\$ 31.98	\$ 31.40
Type 5 Rate	\$ 22.85	\$ 22.43

Exhibit G-2
(Page 1 of 2)
Three Year Detail of
O & M Expenses

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
<u>O&M Expenses</u>			
Direct O&M Expenses			
Airfield	\$ 1,426,225	\$ 1,379,511	\$ 1,411,926
Terminal	2,750,913	2,768,515	3,030,664
Other Airline	100,129	64,326	99,266
Ground Transportation	272,716	281,261	211,981
General Aviation	61,670	67,186	65,404
Commercial & Other Aviation	55,934	48,344	56,329
Government	219,726	186,729	200,983
Jabara	125,927	220,487	220,194
Subtotal Direct	5,013,239	5,016,359	5,296,747
Indirect O&M Expenses			
Administration	2,048,228	1,557,393	1,561,904
Building Maintenance	297,526	330,829	262,046
Field Maintenance	756,821	775,706	792,963
Custodial	176,699	183,311	161,282
Engineering	569,330	587,870	633,899
Safety	1,714,611	1,761,013	1,861,302
Systems & Services	124,777	173,668	137,608
Subtotal Indirect	5,687,992	5,369,791	5,411,004
Total O&M Expenses	\$ 10,701,231	\$ 10,386,150	\$ 10,707,751

Exhibit G-2
(Page 2 of 2)
Three Year Detail of
Debt Service

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
<u>Debt Service</u>			
Direct Debt Service			
Airfield	\$ 83,836	\$ 86,185	\$ 31,289
Terminal	126,220	97,994	96,174
Other Airline	41,333	41,076	-
Ground Transportation	347,976	347,847	221,400
General Aviation	38,164	31,304	4,911
Commercial & Other Aviation	70,584	70,555	65,956
Government	63,401	-	-
Jabara	78,158	50,442	17,054
Subtotal Direct	849,672	725,404	436,784
Indirect Debt Service			
Administration	29,287	22,305	20,703
Building Maintenance	76,638	76,638	76,638
Field Maintenance	27,826	27,670	-
Custodial	-	-	-
Engineering	-	-	-
Safety	25,347	12,737	6,261
Systems & Services	147,281	146,366	-
Unassigned	53,421	19,761	20,022
Subtotal Indirect	359,801	305,476	123,624
Total Debt Service	\$ 1,209,473	\$ 1,030,880	\$ 560,408

Exhibit G-3

Three Year Detail of Revenues
After Adjustment for Settlement

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
Airfield			
Signatory Airline Landing Fees	\$ 2,454,445	\$ 2,415,216	\$ 2,388,465
Nonsignatory Airline Landing Fees	40,396	40,439	42,347
Cargo Airline Landing Fees	503,822	461,608	503,738
Signatory Airline Apron Fees	148,666	123,200	123,200
Aviation Fuel Flowage Fees	552,888	568,280	561,526
Inflight Catering	-	-	0
Other Airfield Revenues	(32,475)	30,380	31,608
Subtotal Airfield	3,667,743	3,639,124	3,650,885
Terminal			
Rentals - Airlines	1,993,326	1,861,063	2,017,788
Security Reimbursement	-	-	0
Other Terminal Revenues	1,043,424	646,233	1,041,661
Subtotal Terminal	3,036,750	2,507,296	3,059,449
Other Airline	448,178	467,939	383,427
Ground Transportation	5,762,898	6,120,721	6,154,894
General Aviation	806,800	660,996	724,804
Commercial & Other Aviation	2,653,775	2,920,153	2,810,990
Government	396,337	638,439	740,740
Jabara	339,534	409,076	414,512
Other (Indirect)	489,552	730,659	633,292
Total Revenue	\$ 17,601,565	\$ 18,094,403	18,572,994

Wichita Airport Authority
Comparison
Landing Fee Rates
2011 Budget

See Note		Budget 2011 Airfield Landing Fees Rate	Budget 2010 Airfield Landing Fees Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 1,411,926	\$ 1,379,511	\$ 32,415	2%
1.B	Indirect Operation and Maintenance Expenses	2,199,146	2,115,479	83,667	4%
	Subtotal O & M Expenses	3,611,072	3,494,990	116,082	3%
1.C	Debt Service	39,813	144,134	(104,321)	-72%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	3,650,885	3,639,124	11,761	0%
1.F	Less: Apron Fees	(123,200)	(123,200)	-	0%
1.G	Less: Other Landing Fees	(546,086)	(502,047)	(44,038)	9%
1.G	Less: Other Airfield Offsets	(593,134)	(598,660)	5,527	-1%
	Adjusted Requirement	\$ 2,388,465	\$ 2,415,216	(26,751)	-1%
1.J	Signatory Airline Landed Weight (M-lbs.)	943,460	973,080	(29,620)	-3%
1.J	Landing Fees Rate	\$ 2.53	\$ 2.48	\$ 0.05	2%

Wichita Airport Authority
Comparison
Terminal Rental Rates
2011 Budget

See Note		Budget 2011 Average Terminal Rental Rate	Budget 2010 Average Terminal Rental Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 3,030,664	\$ 2,768,515	\$ 262,149	9%
1.B	Indirect Operation and Maintenance Expenses	1,301,674	1,387,391	(85,717)	-6%
	Subtotal O & M Expenses	4,332,338	4,155,906	176,432	4%
1.C	Debt Service	161,211	256,046	(94,835)	-37%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	4,493,549	4,411,952	81,597	2%
1.H	Less: Security Reimbursements	-	-	-	#DIV/0!
	Adjusted Requirement	4,493,549	\$ 4,411,952	81,597	2%
1.I	Terminal Area S.F. (Less Mech/Util)	124,972	124,972	-	0%
1.I	Average Terminal Rental Rate	\$ 35.96	\$ 35.30	\$ 0.65	2%

<p style="text-align: center;">Comparison O & M Expenses</p>

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
<u>O&M Expenses</u>				
Direct O&M Expenses				
Airfield	\$ 1,379,511	\$ 1,411,926	\$ 32,415	2%
Terminal	2,768,515	3,030,664	262,149	9%
Other Airline	64,326	99,266	34,940	54%
Ground Transportation	281,261	211,981	(69,280)	-25%
General Aviation	67,186	65,404	(1,782)	-3%
Commercial & Other Aviation	48,344	56,329	7,985	17%
Government	186,729	200,983	14,254	8%
Jabara	220,487	220,194	(293)	0%
Subtotal Direct	5,016,359	5,296,747	280,388	6%
Indirect O&M Expenses				
Administration	1,557,393	1,561,904	4,510	0%
Building Maintenance	330,829	262,046	(68,783)	-21%
Field Maintenance	775,706	792,963	17,257	2%
Custodial	183,311	161,282	(22,029)	-12%
Engineering	587,870	633,899	46,029	8%
Safety	1,761,013	1,861,302	100,288	6%
Systems & Services	173,668	137,608	(36,060)	-21%
Subtotal Indirect	5,369,791	5,411,004	41,213	1%
Total O&M Expenses	\$ 10,386,150	\$ 10,707,751	321,601	3%

Comparison Debt Service

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
<u>Debt Service</u>				
Direct Debt Service				
Airfield	\$ 86,185	\$ 31,289	\$ (54,896)	-64%
Terminal	97,994	96,174	(1,820)	-2%
Other Airline	41,076	-	(41,076)	-100%
Ground Transportation	347,847	221,400	(126,447)	-36%
General Aviation	31,304	4,911	(26,393)	-84%
Commercial & Other Aviation	70,555	65,956	(4,599)	-7%
Government	-	-	-	#DIV/0!
Jabara	50,442	17,054	(33,388)	-66%
Subtotal Direct	725,404	436,784	(288,620)	-40%
Indirect Debt Service				
Administration	22,305	20,703	(1,602)	-7%
Building Maintenance	76,638	76,638	(0)	0%
Field Maintenance	27,670	-	(27,670)	-100%
Custodial	-	-	-	#DIV/0!
Engineering	-	-	-	#DIV/0!
Safety	12,737	6,261	(6,476)	-51%
Systems & Services	146,366	-	(146,366)	-100%
Unassigned	19,761	20,022	261	1%
Subtotal Indirect	305,476	123,624	(181,853)	-60%
Total Debt Service	\$ 1,030,880	\$ 560,408	(470,472)	-46%

<p align="center">Comparison Operating Revenues</p>
--

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
Airfield				
Signatory Airline Landing Fees	\$ 2,415,216	\$ 2,388,465	\$ (26,751)	-1%
Nonsignatory Airline Landing Fees	40,439	42,347	1,908	5%
Cargo Airline Landing Fees	461,608	503,738	42,130	9%
Signatory Airline Apron Fees	123,200	123,200	-	0%
Aviation Fuel Flowage Fees	568,280	561,526	(6,754)	-1%
Inflight Catering	-	0	-	#DIV/0!
Other Airfield Revenues	30,380	31,608	1,228	4%
Subtotal Airfield	3,639,124	3,650,885	11,761	0%
Terminal				
Rentals - Airlines	1,861,063	2,017,788	156,725	8%
Security Reimbursement	-	0	-	#DIV/0!
Other Terminal Revenues	646,233	1,041,661	395,428	61%
Subtotal Terminal	2,507,296	3,059,449	552,153	22%
Other Airline	467,939	383,427	(84,512)	-18%
Ground Transportation	6,120,721	6,154,894	34,173	1%
General Aviation	660,996	724,804	63,808	10%
Commercial & Other Aviation	2,920,153	2,810,990	(109,163)	-4%
Government	638,439	740,740	102,301	16%
Jabara	409,076	414,512	5,436	1%
Other (Indirect)	730,659	633,292	(97,367)	-13%
Total Revenue	\$ 18,094,403	18,572,994	478,591	3%

SUPPLEMENTAL AGREEMENT NO. 2
AIRLINE AIRPORT USE AND LEASE AGREEMENT
BETWEEN
WICHITA AIRPORT AUTHORITY
AND
DELTA AIR LINES

THIS SUPPLEMENTAL AGREEMENT NO. 2 made and entered into this _____, 2011, by and between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and DELTA AIR LINES, hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated June 16, 2009 for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport;

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1, dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 2 for the purpose of extending the term of the Agreement and modifying exhibits within the Agreement;

NOW, THEREFORE, the parties further agree as follows:

1.

Article II - Term, Section 2.1 – Initial Term, shall be modified as follows:

The term of this Supplemental Agreement shall commence January 1, 2011 and expire at midnight on December 31, 2011, subject to earlier termination as herein provided.

2.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

As provided in Section 3.1.B, Authority and Airline may from time to time, by written agreement, add space to or delete space from the Airline Premises.

Authority does hereby lease to Airline the following areas: ticket counter, office, bag makeup, holdrooms and operations space as reflected on Exhibits “B-1”, dated January 26, 2011, attached hereto and incorporated herein, which shall be retroactive to January 1, 2011.

Exhibits “C” and “G”, attached hereto and incorporated herein, shall replace like exhibits included in the original Agreement and Supplemental Agreements.

3.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
Authority”

By _____
Victor D. White, Director of Airports

ATTEST:

DELTA AIR LINES

By: _____

By: _____

Title: _____

Title: _____
“Airline”

APPROVED AS TO FORM: _____ Date: _____
Director of Law

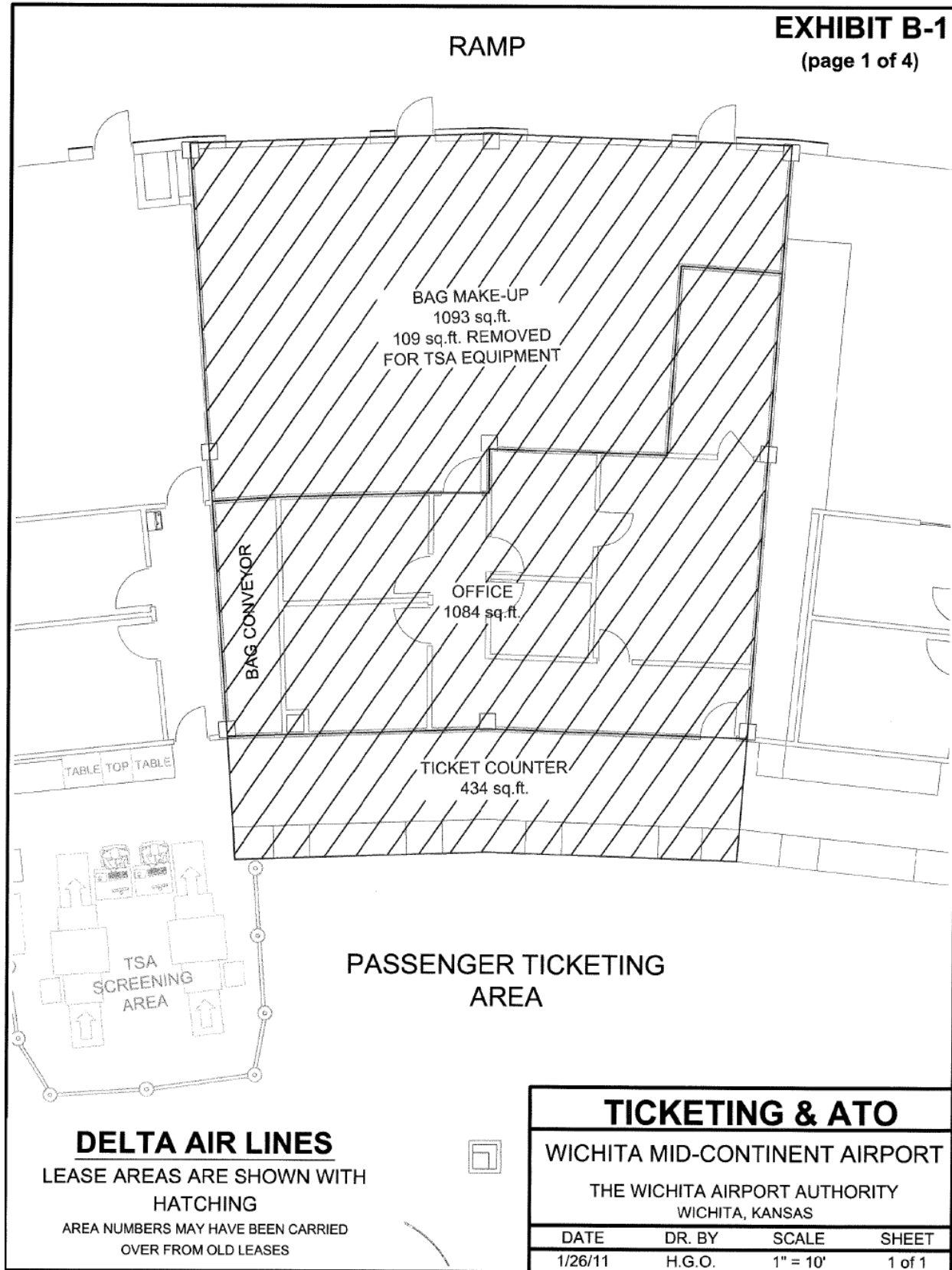


EXHIBIT B-1
(page 2 of 4)

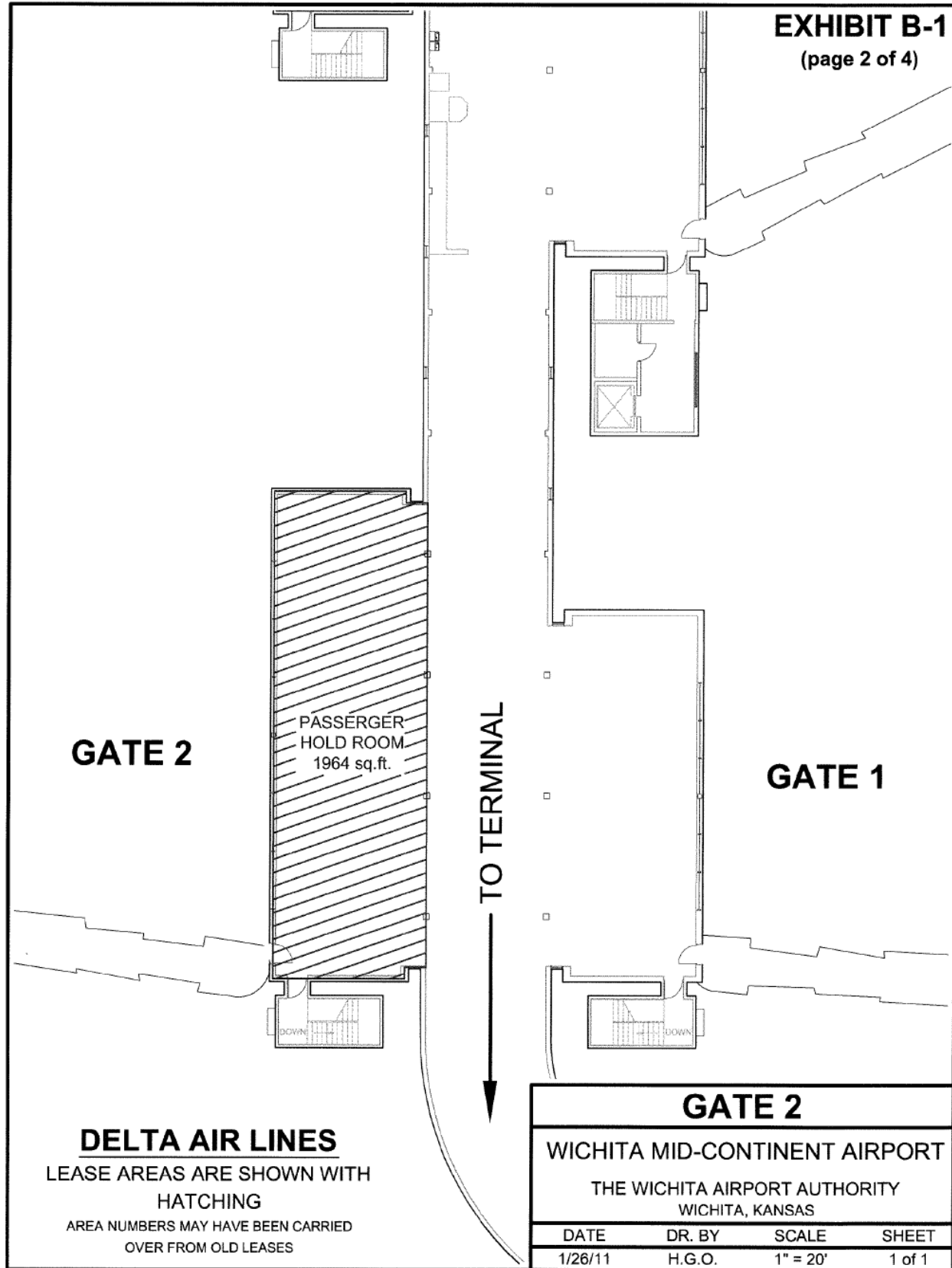


EXHIBIT B-1
(page 3 of 4)

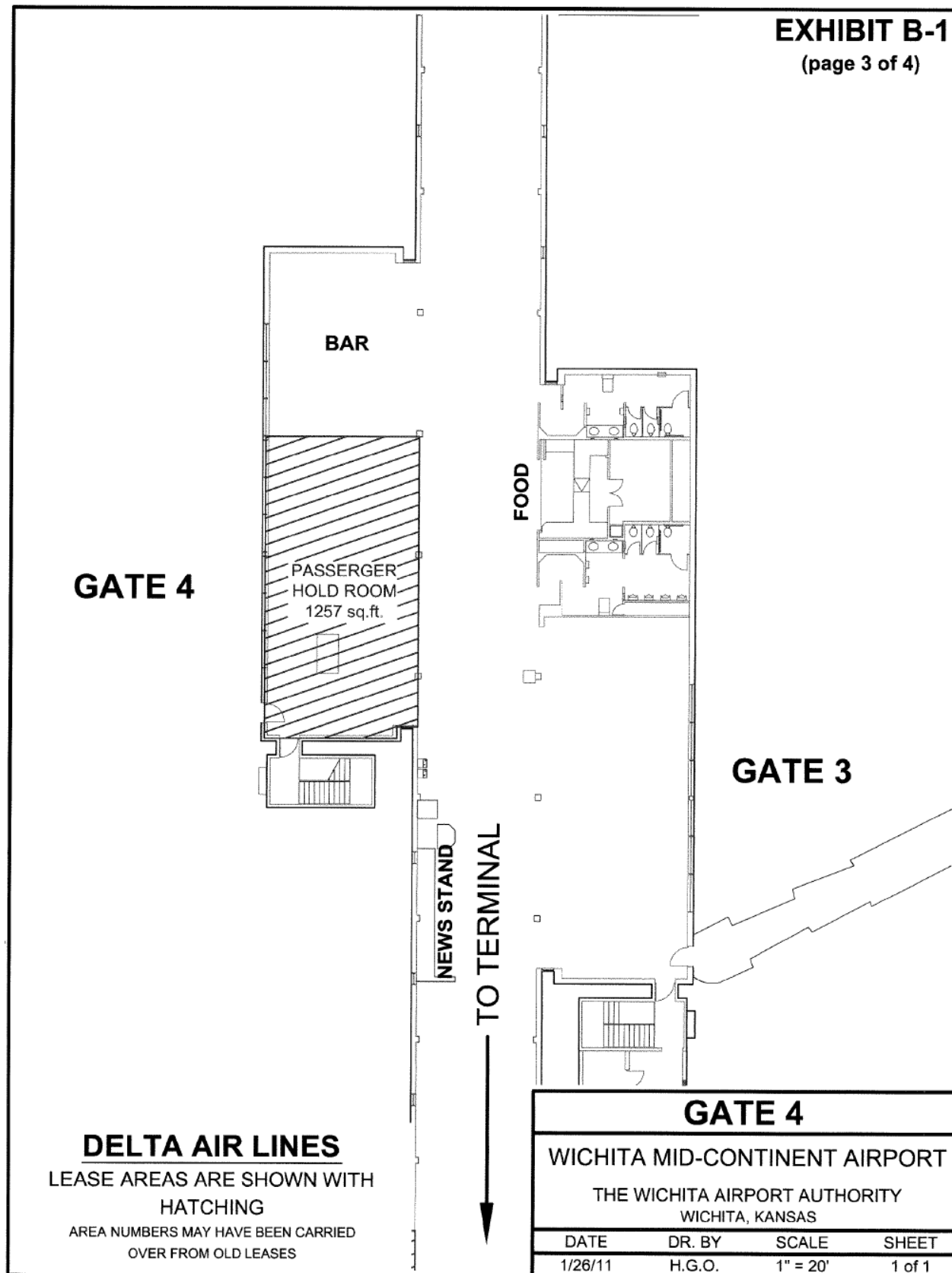
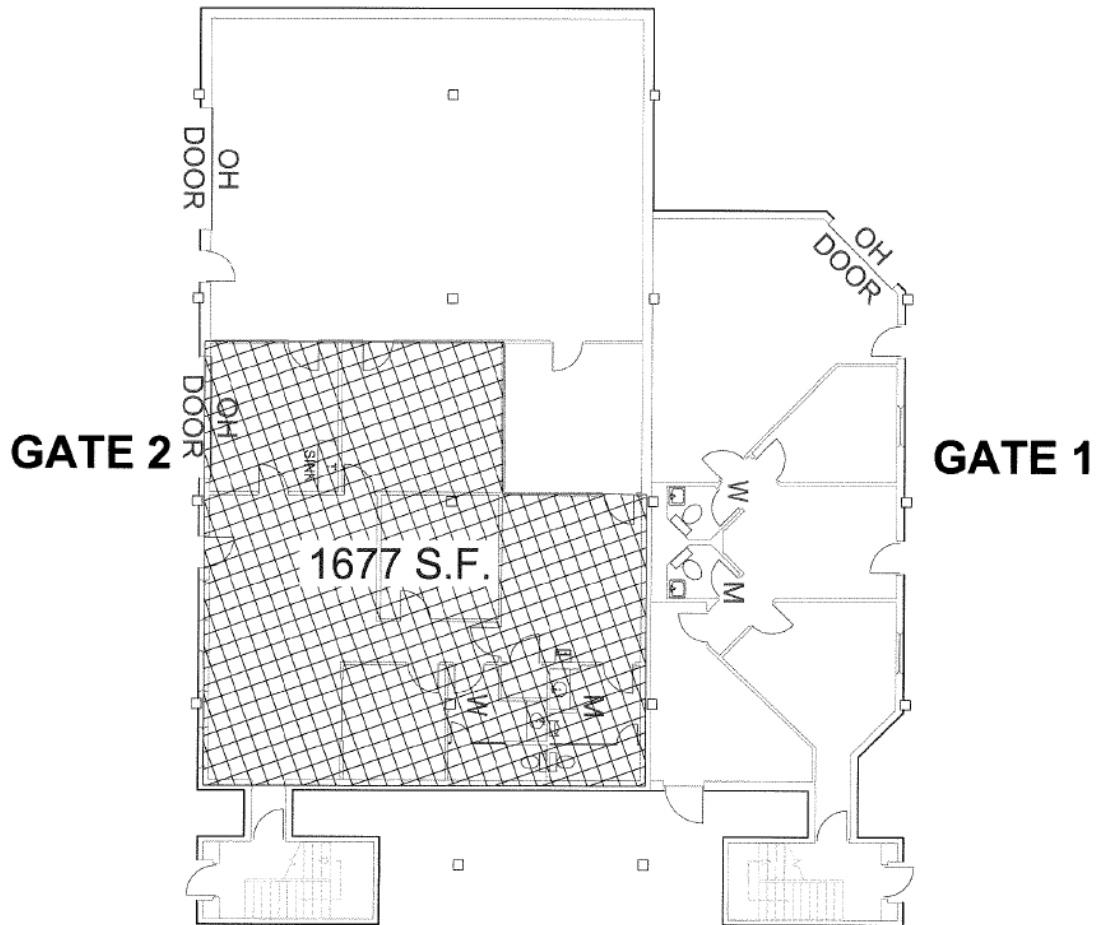


EXHIBIT B-1

(page 4 of 4)



DELTA AIR LINES

LEASE AREAS ARE SHOWN WITH
HATCHING

AREA NUMBERS MAY HAVE BEEN CARRIED
OVER FROM OLD LEASES

GATE 2

OPERATIONS AREA

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
1/26/11	H.G.O.	1" = 16'	1 of 1

EXHIBIT "C"
SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>	
AirTran	233	1,689	581	-	150	651	3,304	s.f.
America West (US Airways)	-	-	-	-	-	-	-	s.f.
American	200	2,224	1,098	-	1,728	1,752	7,002	s.f.
American Eagle	-	-	-	-	-	-	-	s.f.
Atlantic Southeast	-	-	-	-	-	-	-	s.f.
Chautauqua	-	-	-	-	-	-	-	s.f.
Continental	105	1,470	-	-	203	-	1,778	s.f.
Delta	434	3,221	1,589	-	1,637	1,093	7,974	s.f.
Frontier Holdings	233	1,523	467	-	317	399	2,939	s.f.
Mesa	-	-	-	-	-	-	-	s.f.
Northwest	-	-	-	-	-	-	-	s.f.
Pinnacle	-	-	-	-	-	-	-	s.f.
Republic	-	-	-	-	-	-	-	s.f.
Skywest	-	-	-	-	-	-	-	s.f.
United	335	1,467	1,145	-	-	668	3,615	s.f.
Vacant	1,120	7,711	4,336	-	19,749	3,981	36,897	s.f.
	2,660	19,305	9,216	-	23,784	8,544	63,509	s.f.

AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>	
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965	s.f.

EXHIBIT “G”

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline’s Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline’s Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline’s share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline’s share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline’s apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline’s landing fees in each period shall be determined as the product of the landing fees rate for the period and airline’s landed weight for the period. Airline’s landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline’s aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

<u>Types of Space</u>	<u>Location/Function</u>	<u>Weighted Value</u>
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
<i>Airline Exclusive Use and Preferential Use</i>						
AirTran	233	1,689	581	801	0	3,304 s.f.
American	200	2,224	1,098	3,480	0	7,002 s.f.
Continental	105	1,470	0	203	0	1,778 s.f.
Delta	434	3,221	1,589	2,489	0	7,733 s.f.
Frontier	233	1,523	467	716	0	2,939 s.f.
United	335	1,467	1,145	668	0	3,615 s.f.
Vacant	1,120	7,711	4,336	23,971	0	37,138 s.f.
<i>Sub-Total</i>	2,660	19,305	9,216	32,328	0	63,509 s.f.
<i>Airline Joint Use</i>	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2011 to December 31, 2011, Signatory Airline Terminal rental rates shall be as follows:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Annual Rate per Sq. Ft.</u>
1	Ticket Counter	\$45.69
2	Holdrooms; Concourses; Bag Claim	\$41.12
3	Offices; VIP/Club Space	\$36.55
4	Bag Make-Up; Operations Space, Elevators	\$31.98
5	Inbound Bag; Tug Lane, Stairwells	\$22.85

These rates are based upon an average Signatory Airline Terminal rental rate of \$35.96 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.53 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. **Direct Cost Centers.**

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Bombardier Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Aircraft Certification, Manufacturing Inspection; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. **Custodial (12)** - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. **Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13)** - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C **Safety (14)** - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2008 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	21.0%
Terminal (02)	54.0
Other Airline (03)	6.0
Ground Transportation (04)	7.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	1.0
Government (07)	11.0
Jabara (08)	<u>0.0</u>
	100.0%

<p align="center">Wichita Airport Authority Exhibit G-1 Calculation of Terminal Rental and Landing Fee Rates 2011 Budget</p>

See Note		Budget 2011 Airfield Landing Fees Rate	Budget 2011 Average Terminal Rental Rate	Budget 2010 Airfield Landing Fees Rate	Budget 2010 Average Terminal Rental Rate
1.A	Direct Operation and Maintenance Expenses	\$ 1,411,926	\$ 3,030,664	\$ 1,379,511	\$ 2,768,515
1.B	Indirect Operation and Maintenance Expenses	2,199,146	1,301,674	2,115,479	1,387,391
	Subtotal O & M Expenses	3,611,072	4,332,338	3,494,990	4,155,906
1.C	Debt Service	39,813	161,211	144,134	256,046
1.D	Revenue Bond Coverage	-	-	-	-
1.E	Special Funds/Accounts	-	-	-	-
	Total Requirement	3,650,885	4,493,549	3,639,124	4,411,952
1.H	Less: Security Reimbursements		-		-
1.F	Less: Apron Fees	(123,200)		(123,200)	
1.G	Less: Other Landing Fees	(546,086)		(502,047)	
1.G	Less: Other Airfield Offsets	(593,134)		(598,660)	
	Adjusted Requirement	\$ 2,388,465	\$ 4,493,549	\$ 2,415,216	\$ 4,411,952
1.I	Terminal Area S.F. (Less Mech/Util)		124,972		124,972
1.I	Average Terminal Rental Rate		\$ 35.96		\$ 35.30
1.J	Signatory Airline Landed Weight (M-lbs.)	943,460		973,080	
1.J	Landing Fees Rate	\$ 2.53		\$ 2.48	

Differential Terminal Rates

2011 Budget

	<u>Budget 2011</u>	<u>Budget 2010</u>
Average Terminal Rental Rate	\$ 35.96	\$ 35.30
Signatory Airline Space	86,474	86,474
Total Rentals	\$ 3,109,297.97	\$ 3,052,836.99
Relative Space	68,050.40	68,050.40
Premium	\$ 45.69	\$ 44.86
Type 1 Rate	\$ 45.69	\$ 44.86
Type 2 Rate	\$ 41.12	\$ 40.38
Type 3 Rate	\$ 36.55	\$ 35.89
Type 4 Rate	\$ 31.98	\$ 31.40
Type 5 Rate	\$ 22.85	\$ 22.43

Exhibit G-2
(Page 1 of 2)
Three Year Detail of
O & M Expenses

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
<u>O&M Expenses</u>			
Direct O&M Expenses			
Airfield	\$ 1,426,225	\$ 1,379,511	\$ 1,411,926
Terminal	2,750,913	2,768,515	3,030,664
Other Airline	100,129	64,326	99,266
Ground Transportation	272,716	281,261	211,981
General Aviation	61,670	67,186	65,404
Commercial & Other Aviation	55,934	48,344	56,329
Government	219,726	186,729	200,983
Jabara	125,927	220,487	220,194
Subtotal Direct	5,013,239	5,016,359	5,296,747
Indirect O&M Expenses			
Administration	2,048,228	1,557,393	1,561,904
Building Maintenance	297,526	330,829	262,046
Field Maintenance	756,821	775,706	792,963
Custodial	176,699	183,311	161,282
Engineering	569,330	587,870	633,899
Safety	1,714,611	1,761,013	1,861,302
Systems & Services	124,777	173,668	137,608
Subtotal Indirect	5,687,992	5,369,791	5,411,004
Total O&M Expenses	\$ 10,701,231	\$ 10,386,150	\$ 10,707,751

Exhibit G-2
(Page 2 of 2)
Three Year Detail of
Debt Service

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
<u>Debt Service</u>			
Direct Debt Service			
Airfield	\$ 83,836	\$ 86,185	\$ 31,289
Terminal	126,220	97,994	96,174
Other Airline	41,333	41,076	-
Ground Transportation	347,976	347,847	221,400
General Aviation	38,164	31,304	4,911
Commercial & Other Aviation	70,584	70,555	65,956
Government	63,401	-	-
Jabara	78,158	50,442	17,054
Subtotal Direct	849,672	725,404	436,784
Indirect Debt Service			
Administration	29,287	22,305	20,703
Building Maintenance	76,638	76,638	76,638
Field Maintenance	27,826	27,670	-
Custodial	-	-	-
Engineering	-	-	-
Safety	25,347	12,737	6,261
Systems & Services	147,281	146,366	-
Unassigned	53,421	19,761	20,022
Subtotal Indirect	359,801	305,476	123,624
Total Debt Service	\$ 1,209,473	\$ 1,030,880	\$ 560,408

Exhibit G-3Three Year Detail of Revenues
After Adjustment for Settlement

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
Airfield			
Signatory Airline Landing Fees	\$ 2,454,445	\$ 2,415,216	\$ 2,388,465
Nonsignatory Airline Landing Fees	40,396	40,439	42,347
Cargo Airline Landing Fees	503,822	461,608	503,738
Signatory Airline Apron Fees	148,666	123,200	123,200
Aviation Fuel Flowage Fees	552,888	568,280	561,526
Inflight Catering	-	-	0
Other Airfield Revenues	(32,475)	30,380	31,608
Subtotal Airfield	3,667,743	3,639,124	3,650,885
Terminal			
Rentals - Airlines	1,993,326	1,861,063	2,017,788
Security Reimbursement	-	-	0
Other Terminal Revenues	1,043,424	646,233	1,041,661
Subtotal Terminal	3,036,750	2,507,296	3,059,449
Other Airline	448,178	467,939	383,427
Ground Transportation	5,762,898	6,120,721	6,154,894
General Aviation	806,800	660,996	724,804
Commercial & Other Aviation	2,653,775	2,920,153	2,810,990
Government	396,337	638,439	740,740
Jabara	339,534	409,076	414,512
Other (Indirect)	489,552	730,659	633,292
Total Revenue	\$ 17,601,565	\$ 18,094,403	18,572,994

Wichita Airport Authority
Comparison
Landing Fee Rates
2011 Budget

		Budget 2011 Airfield Landing Fees Rate	Budget 2010 Airfield Landing Fees Rate	Dollar Difference	Percent Difference
<u>See Note</u>					
1.A	Direct Operation and Maintenance Expenses	\$ 1,411,926	\$ 1,379,511	\$ 32,415	2%
1.B	Indirect Operation and Maintenance Expenses	2,199,146	2,115,479	83,667	4%
	Subtotal O & M Expenses	3,611,072	3,494,990	116,082	3%
1.C	Debt Service	39,813	144,134	(104,321)	-72%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	3,650,885	3,639,124	11,761	0%
1.F	Less: Apron Fees	(123,200)	(123,200)	-	0%
1.G	Less: Other Landing Fees	(546,086)	(502,047)	(44,038)	9%
1.G	Less: Other Airfield Offsets	(593,134)	(598,660)	5,527	-1%
	Adjusted Requirement	\$ 2,388,465	\$ 2,415,216	(26,751)	-1%
1.J	Signatory Airline Landed Weight (M-lbs.)	943,460	973,080	(29,620)	-3%
1.J	Landing Fees Rate	\$ 2.53	\$ 2.48	\$ 0.05	2%

Wichita Airport Authority
Comparison
Terminal Rental Rates
2011 Budget

See Note		Budget 2011 Average Terminal Rental Rate	Budget 2010 Average Terminal Rental Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 3,030,664	\$ 2,768,515	\$ 262,149	9%
1.B	Indirect Operation and Maintenance Expenses	1,301,674	1,387,391	(85,717)	-6%
	Subtotal O & M Expenses	4,332,338	4,155,906	176,432	4%
1.C	Debt Service	161,211	256,046	(94,835)	-37%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	4,493,549	4,411,952	81,597	2%
1.H	Less: Security Reimbursements	-	-	-	#DIV/0!
	Adjusted Requirement	4,493,549	\$ 4,411,952	81,597	2%
1.I	Terminal Area S.F. (Less Mech/Util)	124,972	124,972	-	0%
1.I	Average Terminal Rental Rate	\$ 35.96	\$ 35.30	\$ 0.65	2%

<p style="text-align: center;">Comparison O & M Expenses</p>

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
<u>O&M Expenses</u>				
Direct O&M Expenses				
Airfield	\$ 1,379,511	\$ 1,411,926	\$ 32,415	2%
Terminal	2,768,515	3,030,664	262,149	9%
Other Airline	64,326	99,266	34,940	54%
Ground Transportation	281,261	211,981	(69,280)	-25%
General Aviation	67,186	65,404	(1,782)	-3%
Commercial & Other Aviation	48,344	56,329	7,985	17%
Government	186,729	200,983	14,254	8%
Jabara	220,487	220,194	(293)	0%
Subtotal Direct	5,016,359	5,296,747	280,388	6%
Indirect O&M Expenses				
Administration	1,557,393	1,561,904	4,510	0%
Building Maintenance	330,829	262,046	(68,783)	-21%
Field Maintenance	775,706	792,963	17,257	2%
Custodial	183,311	161,282	(22,029)	-12%
Engineering	587,870	633,899	46,029	8%
Safety	1,761,013	1,861,302	100,288	6%
Systems & Services	173,668	137,608	(36,060)	-21%
Subtotal Indirect	5,369,791	5,411,004	41,213	1%
Total O&M Expenses	\$ 10,386,150	\$ 10,707,751	321,601	3%

Comparison Debt Service

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
<u>Debt Service</u>				
Direct Debt Service				
Airfield	\$ 86,185	\$ 31,289	\$ (54,896)	-64%
Terminal	97,994	96,174	(1,820)	-2%
Other Airline	41,076	-	(41,076)	-100%
Ground Transportation	347,847	221,400	(126,447)	-36%
General Aviation	31,304	4,911	(26,393)	-84%
Commercial & Other Aviation	70,555	65,956	(4,599)	-7%
Government	-	-	-	#DIV/0!
Jabara	50,442	17,054	(33,388)	-66%
Subtotal Direct	725,404	436,784	(288,620)	-40%
Indirect Debt Service				
Administration	22,305	20,703	(1,602)	-7%
Building Maintenance	76,638	76,638	(0)	0%
Field Maintenance	27,670	-	(27,670)	-100%
Custodial	-	-	-	#DIV/0!
Engineering	-	-	-	#DIV/0!
Safety	12,737	6,261	(6,476)	-51%
Systems & Services	146,366	-	(146,366)	-100%
Unassigned	19,761	20,022	261	1%
Subtotal Indirect	305,476	123,624	(181,853)	-60%
Total Debt Service	\$ 1,030,880	\$ 560,408	(470,472)	-46%

<p style="text-align: center;">Comparison Operating Revenues</p>

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
Airfield				
Signatory Airline Landing Fees	\$ 2,415,216	\$ 2,388,465	\$ (26,751)	-1%
Nonsignatory Airline Landing Fees	40,439	42,347	1,908	5%
Cargo Airline Landing Fees	461,608	503,738	42,130	9%
Signatory Airline Apron Fees	123,200	123,200	-	0%
Aviation Fuel Flowage Fees	568,280	561,526	(6,754)	-1%
Inflight Catering	-	0	-	#DIV/0!
Other Airfield Revenues	30,380	31,608	1,228	4%
Subtotal Airfield	3,639,124	3,650,885	11,761	0%
Terminal				
Rentals - Airlines	1,861,063	2,017,788	156,725	8%
Security Reimbursement	-	0	-	#DIV/0!
Other Terminal Revenues	646,233	1,041,661	395,428	61%
Subtotal Terminal	2,507,296	3,059,449	552,153	22%
Other Airline	467,939	383,427	(84,512)	-18%
Ground Transportation	6,120,721	6,154,894	34,173	1%
General Aviation	660,996	724,804	63,808	10%
Commercial & Other Aviation	2,920,153	2,810,990	(109,163)	-4%
Government	638,439	740,740	102,301	16%
Jabara	409,076	414,512	5,436	1%
Other (Indirect)	730,659	633,292	(97,367)	-13%
Total Revenue	\$ 18,094,403	18,572,994	478,591	3%

SUPPLEMENTAL AGREEMENT NO. 5

AIRLINE AIRPORT USE AND LEASE AGREEMENT
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN

WICHITA AIRPORT AUTHORITY

AND

FRONTIER AIRLINES HOLDINGS, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 5 made and entered into this _____, 2011, by and between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and FRONTIER AIRLINES HOLDINGS, INC., hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated October 16, 2007 for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport; and

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated December 11, 2007, which extended the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 2 dated January 13, 2009, which extended the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 3 dated February 23, 2010, which extended the term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No. 4 dated May 4, 2010, which modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 8 for the purpose of extending the term of the Agreement and modifying exhibits within the Agreement;

NOW, THEREFORE, the parties further agree as follows:

1.

Article II - Term, Section 2.1 – Initial Term, shall be modified as follows:

The term of this Supplemental Agreement shall commence January 1, 2011 and expire at midnight on December 31, 2011, subject to earlier termination as herein provided.

2.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

Exhibits “C” and “G”, attached hereto and incorporated herein, shall replace like exhibits included in the original Agreement and Supplemental Agreements.

3.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
“Authority”

By _____
Victor D. White, Director of Airports

ATTEST:

FRONTIER AIRLINES HOLDINGS, INC.

By _____

By _____
“Airline”

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT "C"
SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>	
AirTran	233	1,689	581	-	150	651	3,304	s.f.
America West (US Airways)	-	-	-	-	-	-	-	s.f.
American	200	2,224	1,098	-	1,728	1,752	7,002	s.f.
American Eagle	-	-	-	-	-	-	-	s.f.
Atlantic Southeast	-	-	-	-	-	-	-	s.f.
Chautauqua	-	-	-	-	-	-	-	s.f.
Continental	105	1,470	-	-	203	-	1,778	s.f.
Delta	434	3,221	1,589	-	1,637	1,093	7,974	s.f.
Frontier Holdings	233	1,523	467	-	317	399	2,939	s.f.
Mesa	-	-	-	-	-	-	-	s.f.
Northwest	-	-	-	-	-	-	-	s.f.
Pinnacle	-	-	-	-	-	-	-	s.f.
Republic	-	-	-	-	-	-	-	s.f.
Skywest	-	-	-	-	-	-	-	s.f.
United	335	1,467	1,145	-	-	668	3,615	s.f.
Vacant	1,120	7,711	4,336	-	19,749	3,981	36,897	s.f.
	2,660	19,305	9,216	-	23,784	8,544	63,509	s.f.

AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>	
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965	s.f.

EXHIBIT “G”

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline’s Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline’s Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline’s share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline’s share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline’s apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline’s landing fees in each period shall be determined as the product of the landing fees rate for the period and airline’s landed weight for the period. Airline’s landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline’s aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

<u>Types of Space</u>	<u>Location/Function</u>	<u>Weighted Value</u>
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
<i>Airline Exclusive Use and Preferential Use</i>						
AirTran	233	1,689	581	801	0	3,304 s.f.
American	200	2,224	1,098	3,480	0	7,002 s.f.
Continental	105	1,470	0	203	0	1,778 s.f.
Delta	434	3,221	1,589	2,489	0	7,733 s.f.
Frontier	233	1,523	467	716	0	2,939 s.f.
United	335	1,467	1,145	668	0	3,615 s.f.
Vacant	1,120	7,711	4,336	23,971	0	37,138 s.f.
<i>Sub-Total</i>	2,660	19,305	9,216	32,328	0	63,509 s.f.
<i>Airline Joint Use</i>	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2011 to December 31, 2011, Signatory Airline Terminal rental rates shall be as follows:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Annual Rate per Sq. Ft.</u>
1	Ticket Counter	\$45.69
2	Holdrooms; Concourses; Bag Claim	\$41.12
3	Offices; VIP/Club Space	\$36.55
4	Bag Make-Up; Operations Space, Elevators	\$31.98
5	Inbound Bag; Tug Lane, Stairwells	\$22.85

These rates are based upon an average Signatory Airline Terminal rental rate of \$35.96 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.53 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. **Direct Cost Centers.**

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Bombardier Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Aircraft Certification, Manufacturing Inspection; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. **Custodial (12)** - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. **Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13)** - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C **Safety (14)** - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2008 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	21.0%
Terminal (02)	54.0
Other Airline (03)	6.0
Ground Transportation (04)	7.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	1.0
Government (07)	11.0
Jabara (08)	<u>0.0</u>
	100.0%

<p align="center">Wichita Airport Authority Exhibit G-1 Calculation of Terminal Rental and Landing Fee Rates 2011 Budget</p>

See Note		Budget 2011 Airfield Landing Fees Rate	Budget 2011 Average Terminal Rental Rate	Budget 2010 Airfield Landing Fees Rate	Budget 2010 Average Terminal Rental Rate
1.A	Direct Operation and Maintenance Expenses	\$ 1,411,926	\$ 3,030,664	\$ 1,379,511	\$ 2,768,515
1.B	Indirect Operation and Maintenance Expenses	2,199,146	1,301,674	2,115,479	1,387,391
	Subtotal O & M Expenses	3,611,072	4,332,338	3,494,990	4,155,906
1.C	Debt Service	39,813	161,211	144,134	256,046
1.D	Revenue Bond Coverage	-	-	-	-
1.E	Special Funds/Accounts	-	-	-	-
	Total Requirement	3,650,885	4,493,549	3,639,124	4,411,952
1.H	Less: Security Reimbursements		-		-
1.F	Less: Apron Fees	(123,200)		(123,200)	
1.G	Less: Other Landing Fees	(546,086)		(502,047)	
1.G	Less: Other Airfield Offsets	(593,134)		(598,660)	
	Adjusted Requirement	\$ 2,388,465	\$ 4,493,549	\$ 2,415,216	\$ 4,411,952
1.I	Terminal Area S.F. (Less Mech/Util)		124,972		124,972
1.I	Average Terminal Rental Rate		\$ 35.96		\$ 35.30
1.J	Signatory Airline Landed Weight (M-lbs.)	943,460		973,080	
1.J	Landing Fees Rate	\$ 2.53		\$ 2.48	

Differential Terminal Rates

2011 Budget

	<u>Budget 2011</u>	<u>Budget 2010</u>
Average Terminal Rental Rate	\$ 35.96	\$ 35.30
Signatory Airline Space	86,474	86,474
Total Rentals	\$ 3,109,297.97	\$ 3,052,836.99
Relative Space	68,050.40	68,050.40
Premium	\$ 45.69	\$ 44.86
Type 1 Rate	\$ 45.69	\$ 44.86
Type 2 Rate	\$ 41.12	\$ 40.38
Type 3 Rate	\$ 36.55	\$ 35.89
Type 4 Rate	\$ 31.98	\$ 31.40
Type 5 Rate	\$ 22.85	\$ 22.43

Exhibit G-2
(Page 1 of 2)
Three Year Detail of
O & M Expenses

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
<u>O&M Expenses</u>			
Direct O&M Expenses			
Airfield	\$ 1,426,225	\$ 1,379,511	\$ 1,411,926
Terminal	2,750,913	2,768,515	3,030,664
Other Airline	100,129	64,326	99,266
Ground Transportation	272,716	281,261	211,981
General Aviation	61,670	67,186	65,404
Commercial & Other Aviation	55,934	48,344	56,329
Government	219,726	186,729	200,983
Jabara	125,927	220,487	220,194
Subtotal Direct	5,013,239	5,016,359	5,296,747
Indirect O&M Expenses			
Administration	2,048,228	1,557,393	1,561,904
Building Maintenance	297,526	330,829	262,046
Field Maintenance	756,821	775,706	792,963
Custodial	176,699	183,311	161,282
Engineering	569,330	587,870	633,899
Safety	1,714,611	1,761,013	1,861,302
Systems & Services	124,777	173,668	137,608
Subtotal Indirect	5,687,992	5,369,791	5,411,004
Total O&M Expenses	\$ 10,701,231	\$ 10,386,150	\$ 10,707,751

Exhibit G-2
(Page 2 of 2)
Three Year Detail of
Debt Service

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
<u>Debt Service</u>			
Direct Debt Service			
Airfield	\$ 83,836	\$ 86,185	\$ 31,289
Terminal	126,220	97,994	96,174
Other Airline	41,333	41,076	-
Ground Transportation	347,976	347,847	221,400
General Aviation	38,164	31,304	4,911
Commercial & Other Aviation	70,584	70,555	65,956
Government	63,401	-	-
Jabara	78,158	50,442	17,054
Subtotal Direct	849,672	725,404	436,784
Indirect Debt Service			
Administration	29,287	22,305	20,703
Building Maintenance	76,638	76,638	76,638
Field Maintenance	27,826	27,670	-
Custodial	-	-	-
Engineering	-	-	-
Safety	25,347	12,737	6,261
Systems & Services	147,281	146,366	-
Unassigned	53,421	19,761	20,022
Subtotal Indirect	359,801	305,476	123,624
Total Debt Service	\$ 1,209,473	\$ 1,030,880	\$ 560,408

Exhibit G-3

Three Year Detail of Revenues
After Adjustment for Settlement

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
Airfield			
Signatory Airline Landing Fees	\$ 2,454,445	\$ 2,415,216	\$ 2,388,465
Nonsignatory Airline Landing Fees	40,396	40,439	42,347
Cargo Airline Landing Fees	503,822	461,608	503,738
Signatory Airline Apron Fees	148,666	123,200	123,200
Aviation Fuel Flowage Fees	552,888	568,280	561,526
Inflight Catering	-	-	0
Other Airfield Revenues	(32,475)	30,380	31,608
Subtotal Airfield	3,667,743	3,639,124	3,650,885
Terminal			
Rentals - Airlines	1,993,326	1,861,063	2,017,788
Security Reimbursement	-	-	0
Other Terminal Revenues	1,043,424	646,233	1,041,661
Subtotal Terminal	3,036,750	2,507,296	3,059,449
Other Airline	448,178	467,939	383,427
Ground Transportation	5,762,898	6,120,721	6,154,894
General Aviation	806,800	660,996	724,804
Commercial & Other Aviation	2,653,775	2,920,153	2,810,990
Government	396,337	638,439	740,740
Jabara	339,534	409,076	414,512
Other (Indirect)	489,552	730,659	633,292
Total Revenue	\$ 17,601,565	\$ 18,094,403	18,572,994

Wichita Airport Authority
Comparison
Landing Fee Rates
2011 Budget

		Budget 2011 Airfield Landing Fees Rate	Budget 2010 Airfield Landing Fees Rate	Dollar Difference	Percent Difference
<u>See Note</u>					
1.A	Direct Operation and Maintenance Expenses	\$ 1,411,926	\$ 1,379,511	\$ 32,415	2%
1.B	Indirect Operation and Maintenance Expenses	2,199,146	2,115,479	83,667	4%
	Subtotal O & M Expenses	3,611,072	3,494,990	116,082	3%
1.C	Debt Service	39,813	144,134	(104,321)	-72%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	3,650,885	3,639,124	11,761	0%
1.F	Less: Apron Fees	(123,200)	(123,200)	-	0%
1.G	Less: Other Landing Fees	(546,086)	(502,047)	(44,038)	9%
1.G	Less: Other Airfield Offsets	(593,134)	(598,660)	5,527	-1%
	Adjusted Requirement	\$ 2,388,465	\$ 2,415,216	(26,751)	-1%
1.J	Signatory Airline Landed Weight (M-lbs.)	943,460	973,080	(29,620)	-3%
1.J	Landing Fees Rate	\$ 2.53	\$ 2.48	\$ 0.05	2%

Wichita Airport Authority
Comparison
Terminal Rental Rates
2011 Budget

See Note		Budget 2011 Average Terminal Rental Rate	Budget 2010 Average Terminal Rental Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 3,030,664	\$ 2,768,515	\$ 262,149	9%
1.B	Indirect Operation and Maintenance Expenses	1,301,674	1,387,391	(85,717)	-6%
	Subtotal O & M Expenses	4,332,338	4,155,906	176,432	4%
1.C	Debt Service	161,211	256,046	(94,835)	-37%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	4,493,549	4,411,952	81,597	2%
1.H	Less: Security Reimbursements	-	-	-	#DIV/0!
	Adjusted Requirement	4,493,549	\$ 4,411,952	81,597	2%
1.I	Terminal Area S.F. (Less Mech/Util)	124,972	124,972	-	0%
1.I	Average Terminal Rental Rate	\$ 35.96	\$ 35.30	\$ 0.65	2%

<p style="text-align: center;">Comparison O & M Expenses</p>

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
<u>O&M Expenses</u>				
Direct O&M Expenses				
Airfield	\$ 1,379,511	\$ 1,411,926	\$ 32,415	2%
Terminal	2,768,515	3,030,664	262,149	9%
Other Airline	64,326	99,266	34,940	54%
Ground Transportation	281,261	211,981	(69,280)	-25%
General Aviation	67,186	65,404	(1,782)	-3%
Commercial & Other Aviation	48,344	56,329	7,985	17%
Government	186,729	200,983	14,254	8%
Jabara	220,487	220,194	(293)	0%
Subtotal Direct	5,016,359	5,296,747	280,388	6%
Indirect O&M Expenses				
Administration	1,557,393	1,561,904	4,510	0%
Building Maintenance	330,829	262,046	(68,783)	-21%
Field Maintenance	775,706	792,963	17,257	2%
Custodial	183,311	161,282	(22,029)	-12%
Engineering	587,870	633,899	46,029	8%
Safety	1,761,013	1,861,302	100,288	6%
Systems & Services	173,668	137,608	(36,060)	-21%
Subtotal Indirect	5,369,791	5,411,004	41,213	1%
Total O&M Expenses	\$ 10,386,150	\$ 10,707,751	321,601	3%

Comparison Debt Service

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
<u>Debt Service</u>				
Direct Debt Service				
Airfield	\$ 86,185	\$ 31,289	\$ (54,896)	-64%
Terminal	97,994	96,174	(1,820)	-2%
Other Airline	41,076	-	(41,076)	-100%
Ground Transportation	347,847	221,400	(126,447)	-36%
General Aviation	31,304	4,911	(26,393)	-84%
Commercial & Other Aviation	70,555	65,956	(4,599)	-7%
Government	-	-	-	#DIV/0!
Jabara	50,442	17,054	(33,388)	-66%
Subtotal Direct	725,404	436,784	(288,620)	-40%
Indirect Debt Service				
Administration	22,305	20,703	(1,602)	-7%
Building Maintenance	76,638	76,638	(0)	0%
Field Maintenance	27,670	-	(27,670)	-100%
Custodial	-	-	-	#DIV/0!
Engineering	-	-	-	#DIV/0!
Safety	12,737	6,261	(6,476)	-51%
Systems & Services	146,366	-	(146,366)	-100%
Unassigned	19,761	20,022	261	1%
Subtotal Indirect	305,476	123,624	(181,853)	-60%
Total Debt Service	\$ 1,030,880	\$ 560,408	(470,472)	-46%

<p style="text-align: center;">Comparison Operating Revenues</p>

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
Airfield				
Signatory Airline Landing Fees	\$ 2,415,216	\$ 2,388,465	\$ (26,751)	-1%
Nonsignatory Airline Landing Fees	40,439	42,347	1,908	5%
Cargo Airline Landing Fees	461,608	503,738	42,130	9%
Signatory Airline Apron Fees	123,200	123,200	-	0%
Aviation Fuel Flowage Fees	568,280	561,526	(6,754)	-1%
Inflight Catering	-	0	-	#DIV/0!
Other Airfield Revenues	30,380	31,608	1,228	4%
Subtotal Airfield	3,639,124	3,650,885	11,761	0%
Terminal				
Rentals - Airlines	1,861,063	2,017,788	156,725	8%
Security Reimbursement	-	0	-	#DIV/0!
Other Terminal Revenues	646,233	1,041,661	395,428	61%
Subtotal Terminal	2,507,296	3,059,449	552,153	22%
Other Airline	467,939	383,427	(84,512)	-18%
Ground Transportation	6,120,721	6,154,894	34,173	1%
General Aviation	660,996	724,804	63,808	10%
Commercial & Other Aviation	2,920,153	2,810,990	(109,163)	-4%
Government	638,439	740,740	102,301	16%
Jabara	409,076	414,512	5,436	1%
Other (Indirect)	730,659	633,292	(97,367)	-13%
Total Revenue	\$ 18,094,403	18,572,994	478,591	3%

SUPPLEMENTAL AGREEMENT NO. 9

AIRLINE AIRPORT USE AND LEASE AGREEMENT
WICHITA MID-CONTINENT AIRPORT

BY AND BETWEEN

THE

WICHITA AIRPORT AUTHORITY

AND

UNITED AIR LINES, INC.

THIS SUPPLEMENTAL AGREEMENT NO. 9 made and entered into as of _____, 2011, by and between the WICHITA AIRPORT AUTHORITY, hereinafter referred to as "AUTHORITY", and UNITED AIR LINES, INC., hereinafter referred to as "AIRLINE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an Airline Airport Use and Lease Agreement dated April 4, 2000, for the purpose of providing air service to the traveling public using Wichita Mid-Continent Airport; and

WHEREAS, the original Agreement has been amended by Supplemental Agreement No. 1 dated May 23, 2000, for the purpose of including clarifying language to allow ingress and egress through airline exclusive-use premises for access of joint-use premises; Supplemental Agreement No. 2 dated May 6, 2003, which extended the term of the Agreement and modified exhibits within the Agreement; and Supplemental Agreement No. 3 dated October 7, 2003, which reflects revised contract language and modifies space; Supplemental Agreement No. 4 dated December 21, 2004, which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 5 dated January 9, 2007 which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 6 dated December 11, 2007 which extended the term of the Agreement and modified the exhibits within the Agreement; Supplemental Agreement No. 7 dated January 13, 2009, which extended the term of the Agreement and modified the exhibits within the Agreement; and Supplemental Agreement No. 8 dated February 23, 2010, which extended the

term of the Agreement, modified certain language of the Agreement and modified exhibits within the Agreement; and

WHEREAS, the Authority and Airline are now desirous of entering into this Supplemental Agreement No. 9 for the purpose of extending the term of the Agreement and modifying exhibits within the Agreement; and

WHEREAS, Continental Airlines, Inc. ("Continental") and Airline are both wholly-owned subsidiaries of United Continental Holdings, Inc.; and

WHEREAS, Continental and Airline have begun the process of merging operations, including the submittal of required documentation to the Federal Aviation Administration for a single operating certificate; and that Airline and Continental intend to consolidate their operations and respective use and lease agreements at the Airport; and

NOW, THEREFORE, the parties further agree as follows:

1.

Article II - Term, Section 2.1 – Initial Term, shall be modified as follows:

The term of this Supplemental Agreement shall commence January 1, 2011 and expire at midnight on December 31, 2011, subject to earlier termination as herein provided.

2.

Article III – Premises, Section 3.1.A. – Airline Premises, shall be modified to include the following language:

Authority shall during the term of these Agreements assign and/or modify the Airline Premises and any other leases or agreements between the Airline and/or Continental and the Authority and shall grant such permissions and consents necessary to accomplish the consolidation of Airline's and Continental's operations at the Airport in accordance with the reasonable requests of Airline and Continental, which may include the following:

- a) Relocation of Airline's or Continental's Airline Premises to an unoccupied, contiguous location;
- b) Consolidation of Airline, or Continental's Airline Premises and the relinquishment of excess or duplicative space;

- c) Consolidation of Agreements and Supplemental Agreements into a single Agreement, and the termination of either Airline's or Continental's respective agreements with Authority as applicable;
- d) Construction or modification of tenant improvements by Airline or Continental (at Airline or Continental's reasonable expense);
- e) Rebranding and new signage in the combined Airline Premises or other premises where such signage exists during the course of integrating the two airlines into one airline with a single operating certificate; and
- f) The integration of operations and consolidation of Airline Premises may take place in parts before a single operating certificate is issued.

Exhibits "C" and "G", attached hereto and incorporated herein, shall replace like exhibits included in the original Agreement and Supplemental Agreements.

3.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
“Authority”

By _____
Victor D. White, Director of Airports

ATTEST:

UNITED AIRLINES, INC.

By _____

By _____
“Airline”

APPROVED AS TO FORM: _____ Date: _____
Director of Law

EXHIBIT "C"
SUMMARY OF TERMINAL AREAS

AIRLINE TERMINAL SPACE

	<u>Ticket Counter</u> (Type 1)	<u>Hold Rooms</u> (Type 2)	<u>Offices</u> (Type 3)	<u>VIP/Club</u> (Type 3)	<u>Operations</u> (Type 4)	<u>Bag Make-Up</u> (Type 4)	<u>Total</u>	
AirTran	233	1,689	581	-	150	651	3,304	s.f.
America West (US Airways)	-	-	-	-	-	-	-	s.f.
American	200	2,224	1,098	-	1,728	1,752	7,002	s.f.
American Eagle	-	-	-	-	-	-	-	s.f.
Atlantic Southeast	-	-	-	-	-	-	-	s.f.
Chautauqua	-	-	-	-	-	-	-	s.f.
Continental	105	1,470	-	-	203	-	1,778	s.f.
Delta	434	3,221	1,589	-	1,637	1,093	7,974	s.f.
Frontier Holdings	233	1,523	467	-	317	399	2,939	s.f.
Mesa	-	-	-	-	-	-	-	s.f.
Northwest	-	-	-	-	-	-	-	s.f.
Pinnacle	-	-	-	-	-	-	-	s.f.
Republic	-	-	-	-	-	-	-	s.f.
Skywest	-	-	-	-	-	-	-	s.f.
United	335	1,467	1,145	-	-	668	3,615	s.f.
Vacant	1,120	7,711	4,336	-	19,749	3,981	36,897	s.f.
	2,660	19,305	9,216	-	23,784	8,544	63,509	s.f.

AIRLINE JOINT USE SPACE

	<u>Concourses</u> (Type 2)	<u>Bag Claim</u> (Type 2)	<u>Elevators</u> (Type 4)	<u>Inbound Baggage/ Tug Lane</u> (Type 5)	<u>Stairwells</u> (Type 5)	<u>Total</u>	
Joint Use	7,917	7,808	1,205	4,374	1,661	22,965	s.f.

EXHIBIT “G”

ADJUSTMENT OF RATES FOR RENTALS, FEES, AND CHARGES

Section G.1 - Adjustment of Signatory Airline Rates

Signatory Airline rates for Terminal rentals, landing fees, and apron fees shall be adjusted as set forth in Article VII and this Exhibit G. Tables G-1 through G-3 set forth the method to be used in calculating the Signatory Airline average Terminal rental rate and the landing fees rate. The apron fees rate for Aircraft Parking Aprons shall be established as set forth in Section G.3.

Section G.2 - Airline Rentals, Fees, and Charges

G.2.A. Airline’s Terminal rentals in each period shall be determined as the sum of:

G.2.A.(1) The product of the appropriate differential Terminal rental rates for the period and the amount of each type of Airline’s Exclusive Use Premises and Preferential Use Premises.

G.2.A.(2) Airline’s share of rentals for Joint Use Premises. Rentals for Joint Use Premises shall be calculated as the product of the appropriate differential Terminal rental rates for the period and the amount of each category of Joint Use Premises. Airline’s share of rentals for Joint Use Premises shall be determined as set forth in Section 6.2.B. of this Agreement.

G.2.B. Airline’s apron fees in each period shall be determined as the product of the apron fees rate for the period and the number of aircraft passenger loading gates leased by Airline.

G.2.C. Airline’s landing fees in each period shall be determined as the product of the landing fees rate for the period and airline’s landed weight for the period. Airline’s landed weight for each period shall be determined as the sum of the Maximum Gross Landing Weight of each of Airline’s aircraft multiplied by the number of Revenue Landings by each of said aircraft at Airport during the period. Training and Testing flight landings not exceeding 10% of Revenue landings as well as return landings as defined within the term Revenue Landings shall be excluded from landing fee calculations.

Section G.3 - Signatory Airline Apron Fees Rate

The annual Signatory Airline apron fees rate shall initially be \$14,400 per aircraft passenger loading gate, with said rate to be adjusted annually in accordance with changes in the U.S. Implicit Price Deflator Index.

Section G.4 - Differential Terminal Rates

G.4.A. Premises leased by Signatory Airlines in the Terminal shall be classified according to types of space for the purpose of establishing differential rental rates by location and function as set forth below:

<u>Types of Space</u>	<u>Location/Function</u>	<u>Weighted Value</u>
1	Ticket Counter	1.00
2	Holdrooms; Concourses; Bag Claim	0.90
3	Offices; VIP/Club Space	0.80
4	Bag Make-Up; Operations Space, Elevators	0.70
5	Inbound Bag; Tug Lane, Stairwells	0.50

G.4.B. The amount of each type of space shall be as set forth in Exhibit "C", as such shall be amended from time to time pursuant to this Agreement. A summary of each type of space as shown on Exhibit "C" is set forth below:

Type of Space						
	Type 1	Type 2	Type 3	Type 4	Type 5	Total
<i>Airline Exclusive Use and Preferential Use</i>						
AirTran	233	1,689	581	801	0	3,304 s.f.
American	200	2,224	1,098	3,480	0	7,002 s.f.
Continental	105	1,470	0	203	0	1,778 s.f.
Delta	434	3,221	1,589	2,489	0	7,733 s.f.
Frontier	233	1,523	467	716	0	2,939 s.f.
United	335	1,467	1,145	668	0	3,615 s.f.
Vacant	1,120	7,711	4,336	23,971	0	37,138 s.f.
<i>Sub-Total</i>	2,660	19,305	9,216	32,328	0	63,509 s.f.
<i>Airline Joint Use</i>	0	15,725	0	1,205	6,035	22,965 s.f.
Total Airline Space	2,660	35,030	9,216	33,533	6,035	86,474 s.f.

G.4.C. Using the above space totals, as such may be amended from time to time pursuant to this Agreement, the average Terminal rental rate in each period shall be converted to differential Terminal rental rates by weighting the amount of Type 1 through 5 space for all Signatory Airlines by the relative factors set forth in Paragraph G.4.A. to obtain a weighted equivalent amount of space. The total amount of Signatory Airline Terminal rentals for Type 1 through 5 space shall be next determined as the product of the average Terminal rate for the period multiplied by the total amount of said Signatory Airline space, and divided by the weighted equivalent space to determine the rate for the Type 1 (premium) space. Rates for Types 2 through 5 space shall then be determined by multiplying the relative factors for these types of space by the Type 1 premium rate.

Section G.5 - Signatory Airline Rates For The Current Rate Setting Period

G.5.A. For the period extending from January 1, 2011 to December 31, 2011, Signatory Airline Terminal rental rates shall be as follows:

<u>Type of Space</u>	<u>Location/Function</u>	<u>Annual Rate per Sq. Ft.</u>
1	Ticket Counter	\$45.69
2	Holdrooms; Concourses; Bag Claim	\$41.12
3	Offices; VIP/Club Space	\$36.55
4	Bag Make-Up; Operations Space, Elevators	\$31.98
5	Inbound Bag; Tug Lane, Stairwells	\$22.85

These rates are based upon an average Signatory Airline Terminal rental rate of \$35.96 per square foot, as calculated in Table G-1.

G.5.B. For the period set forth in Paragraph G.5.A, the annual Signatory Airline apron fees rate shall be \$14,400 per aircraft passenger loading gate leased by Airline.

G.5.C. For the period set forth in Paragraph G.5.A, the Signatory Airline landing fees rate shall be \$2.53 per 1,000 pounds of Maximum Gross Landing Weight.

Section G.6 - Explanation of Table G-1 Line Items

G.6.A **Direct O&M Expenses.** These expenses are incurred for operation and maintenance of the Airport and are attributable to direct cost centers.

G.6.B **Indirect O&M Expenses.** These expenses are associated with the operation and maintenance of the Airport, but cannot be associated with specific revenue-producing activities, and are allocated to the direct cost centers for rate setting purposes.

G.6.C **Capital Charges.** These charges include Capital Charges as defined in Section 1.1.

G.6.D **Debt Service Coverage.** In the event general purpose revenue bonds are issued for Airport System improvements or projects, coverage equal to twenty-five percent (25%) of Debt Service assignable to the Terminal and Airfield cost centers (including amounts allocable from indirect cost centers) would be included as a rate-base element.

G.6.E **Special Fund/Accounts.** In the event a general purpose Airport System revenue bond financing occurs, allocable portions of any special funds or accounts would be included as rate-base elements, as follows:

G.6.E.(1) Debt Service Reserve Fund deficiencies – allocated 100 percent to landing fees calculation.

G.6.E.(2) O&M Reserve deficiencies – allocated to direct cost centers in proportion to direct and allocated indirect operation and maintenance expenses in each.

G.6.E.(3) Renewal and replacement fund replenishment – to be funded through coverage funds if sufficient; otherwise included in Terminal rental and landing fees rate-bases in proportion to the revenue bond Debt Service in each.

G.6.F **Apron Fees.** Apron fees shall be credited against the Airfield landing fees requirement.

G.6.G **Other Landing Fees.** Cargo Airline landing fee and landing fees collected from any Air Transportation Companies other than Signatory Airlines.

G.6.H **Other Airfield Offsets.** Revenues received as fuel flowage fees, in-flight catering concession fees, and any other miscellaneous Airfield revenues, shall be credited against the airfield landing fees requirement.

G.6.I **Security Reimbursements.** Revenues received as reimbursement for security expenses shall be credited against the Terminal rental requirement.

G.6.J **Average Terminal Rental Rate.** The adjusted Terminal rental requirement shall be divided by usable Terminal area (gross area per Exhibit “C” less mechanical/utility space) to calculate the required average Terminal rental rate in each period.

G.6.K **Landing Fees Rate.** The adjusted Airfield landing fees requirement shall be divided by Signatory Airline landed weight to calculate the required Signatory Airline landing fees rate in each period.

Section G.7 - Airport Cost Centers

Airport cost centers used in the determination of rates for rentals, fees, and charges shall include, but not necessarily be limited to, those described in Paragraphs G.7.A. and G.7.B below.

G.7.A. **Direct Cost Centers.**

01 - Airfield - Areas provided for the landing, takeoff, and taxiing of aircraft; aircraft parking; approach and clear zones; and avigation easements.

02 - Terminal - Terminal building and concourses, including areas below concourses. Airport expenses associated with security screening and the public address system shall be included in the Terminal cost center.

03 - Other Airline - Air cargo buildings and associated apron areas; and any other miscellaneous Airline facilities not included in the Terminal cost center.

04 - Ground Transportation - All landside roadways, rental car facilities and areas, and auto parking facilities and areas.

05 - General Aviation - United Beechcraft and Yingling Aircraft, including associated aircraft storage and auto parking facilities.

06 - Commercial & Other Aviation - All other leased facilities and properties including Cessna, Bombardier Learjet, Hilton Hotel, and other miscellaneous commercial enterprises.

07 - Government - FAA activities, including Tower and Aircraft Certification, Manufacturing Inspection; U.S. Post Office; and U.S. Weather Service.

08 - Jabara - All activities and facilities at Colonel James Jabara Airport.

G.8.B Indirect Cost Centers.

09 - Administration - Administration activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

10 - Building Maintenance - Maintenance activities and facilities which are dedicated to buildings and which cannot be directly assigned to other direct or indirect cost centers.

11 - Field Maintenance - Maintenance activities and facilities which are dedicated to airside and landside other than buildings and which cannot be directly assigned to other direct or indirect cost centers.

12 - Custodial - Janitorial activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

13 - Engineering - Activities and facilities associated with project development and grant administration which cannot be directly assigned to other direct or indirect cost centers.

14 - Safety - ARFF and medical activities and facilities which cannot be directly assigned to other direct or indirect cost centers.

15 - Systems & Services - Special services and utilities which cannot be directly assigned to other direct or indirect cost centers.

Section G.8 - Indirect Cost Center Allocations

Expenses for each indirect cost center shall be allocated to the direct cost centers as set forth in Paragraphs G.8.A. through G.8D. below.

G.8.A. **Custodial (12)** - Expenses for Custodial (12), which represent Terminal custodial/janitorial expenses, shall be allocated 100 percent to the Terminal (02) cost center.

G.8.B. **Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13)** - Expenses for Administration (09), Building Maintenance (10), Field Maintenance (11), and Engineering (13) shall be allocated as follows:

<u>Direct Cost Center</u>	<u>Admini- stration (09) (%)</u>	<u>Building Maint. (10) (%)</u>	<u>Field Maint. (11) (%)</u>	<u>Engineering (13) (%)</u>
Airfield (01)	20.0	-	50.0	25.0
Terminal (02)	35.0	75.0	5.0	30.0
Other Airline (03)	5.0	5.0	5.0	5.0
Ground Transport (04)	10.0	5.0	10.0	5.0
General Aviation (05)	10.0	5.0	15.0	5.0
Comm & Otr Avtn (06)	5.0	5.0	5.0	5.0
Government (07)	5.0	-	5.0	5.0
Jabara (08)	<u>10.0</u>	<u>5.0</u>	<u>5.0</u>	<u>20.0</u>
	100.0	100.0	100.0	100.0

G.8.C **Safety (14)** - Expenses for Safety (14) shall be allocated to each direct cost center based on the following allocation percentages:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	70.0%
Terminal (02)	5.0
Other Airline (03)	5.0
Ground Transportation (04)	5.0
General Aviation (05)	5.0
Commercial & Other Aviation (06)	5.0
Government (07)	5.0
Jabara (08)	<u>-</u>
	100.0%

G.8.D. **Systems and Services (15)** - Expenses for Systems and Services (15) shall be allocated in proportion to the direct assignments of Systems and Services expenses to the direct cost centers. Based on 2008 actual data, the assignment percentages used to estimate the rates for the rate setting period indicated in Section G.5 are as follows:

<u>Direct Cost Center</u>	<u>Percentage</u>
Airfield (01)	21.0%
Terminal (02)	54.0
Other Airline (03)	6.0
Ground Transportation (04)	7.0
General Aviation (05)	0.0
Commercial & Other Aviation (06)	1.0
Government (07)	11.0
Jabara (08)	<u>0.0</u>
	100.0%

<p align="center">Wichita Airport Authority Exhibit G-1 Calculation of Terminal Rental and Landing Fee Rates 2011 Budget</p>

See Note		Budget 2011 Airfield Landing Fees Rate	Budget 2011 Average Terminal Rental Rate	Budget 2010 Airfield Landing Fees Rate	Budget 2010 Average Terminal Rental Rate
1.A	Direct Operation and Maintenance Expenses	\$ 1,411,926	\$ 3,030,664	\$ 1,379,511	\$ 2,768,515
1.B	Indirect Operation and Maintenance Expenses	2,199,146	1,301,674	2,115,479	1,387,391
	Subtotal O & M Expenses	3,611,072	4,332,338	3,494,990	4,155,906
1.C	Debt Service	39,813	161,211	144,134	256,046
1.D	Revenue Bond Coverage	-	-	-	-
1.E	Special Funds/Accounts	-	-	-	-
	Total Requirement	3,650,885	4,493,549	3,639,124	4,411,952
1.H	Less: Security Reimbursements		-		-
1.F	Less: Apron Fees	(123,200)		(123,200)	
1.G	Less: Other Landing Fees	(546,086)		(502,047)	
1.G	Less: Other Airfield Offsets	(593,134)		(598,660)	
	Adjusted Requirement	\$ 2,388,465	\$ 4,493,549	\$ 2,415,216	\$ 4,411,952
1.I	Terminal Area S.F. (Less Mech/Util)		124,972		124,972
1.I	Average Terminal Rental Rate		\$ 35.96		\$ 35.30
1.J	Signatory Airline Landed Weight (M-lbs.)	943,460		973,080	
1.J	Landing Fees Rate	\$ 2.53		\$ 2.48	

Differential Terminal Rates

2011 Budget

	<u>Budget 2011</u>	<u>Budget 2010</u>
Average Terminal Rental Rate	\$ 35.96	\$ 35.30
Signatory Airline Space	86,474	86,474
Total Rentals	\$ 3,109,297.97	\$ 3,052,836.99
Relative Space	68,050.40	68,050.40
Premium	\$ 45.69	\$ 44.86
Type 1 Rate	\$ 45.69	\$ 44.86
Type 2 Rate	\$ 41.12	\$ 40.38
Type 3 Rate	\$ 36.55	\$ 35.89
Type 4 Rate	\$ 31.98	\$ 31.40
Type 5 Rate	\$ 22.85	\$ 22.43

Exhibit G-2
(Page 1 of 2)
Three Year Detail of
O & M Expenses

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
<u>O&M Expenses</u>			
Direct O&M Expenses			
Airfield	\$ 1,426,225	\$ 1,379,511	\$ 1,411,926
Terminal	2,750,913	2,768,515	3,030,664
Other Airline	100,129	64,326	99,266
Ground Transportation	272,716	281,261	211,981
General Aviation	61,670	67,186	65,404
Commercial & Other Aviation	55,934	48,344	56,329
Government	219,726	186,729	200,983
Jabara	125,927	220,487	220,194
Subtotal Direct	5,013,239	5,016,359	5,296,747
Indirect O&M Expenses			
Administration	2,048,228	1,557,393	1,561,904
Building Maintenance	297,526	330,829	262,046
Field Maintenance	756,821	775,706	792,963
Custodial	176,699	183,311	161,282
Engineering	569,330	587,870	633,899
Safety	1,714,611	1,761,013	1,861,302
Systems & Services	124,777	173,668	137,608
Subtotal Indirect	5,687,992	5,369,791	5,411,004
Total O&M Expenses	\$ 10,701,231	\$ 10,386,150	\$ 10,707,751

Exhibit G-2
(Page 2 of 2)
Three Year Detail of
Debt Service

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
<u>Debt Service</u>			
Direct Debt Service			
Airfield	\$ 83,836	\$ 86,185	\$ 31,289
Terminal	126,220	97,994	96,174
Other Airline	41,333	41,076	-
Ground Transportation	347,976	347,847	221,400
General Aviation	38,164	31,304	4,911
Commercial & Other Aviation	70,584	70,555	65,956
Government	63,401	-	-
Jabara	78,158	50,442	17,054
Subtotal Direct	849,672	725,404	436,784
Indirect Debt Service			
Administration	29,287	22,305	20,703
Building Maintenance	76,638	76,638	76,638
Field Maintenance	27,826	27,670	-
Custodial	-	-	-
Engineering	-	-	-
Safety	25,347	12,737	6,261
Systems & Services	147,281	146,366	-
Unassigned	53,421	19,761	20,022
Subtotal Indirect	359,801	305,476	123,624
Total Debt Service	\$ 1,209,473	\$ 1,030,880	\$ 560,408

Exhibit G-3

Three Year Detail of Revenues
After Adjustment for Settlement

	Actual Preceding Fiscal Year 2009	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011
Airfield			
Signatory Airline Landing Fees	\$ 2,454,445	\$ 2,415,216	\$ 2,388,465
Nonsignatory Airline Landing Fees	40,396	40,439	42,347
Cargo Airline Landing Fees	503,822	461,608	503,738
Signatory Airline Apron Fees	148,666	123,200	123,200
Aviation Fuel Flowage Fees	552,888	568,280	561,526
Inflight Catering	-	-	0
Other Airfield Revenues	(32,475)	30,380	31,608
Subtotal Airfield	3,667,743	3,639,124	3,650,885
Terminal			
Rentals - Airlines	1,993,326	1,861,063	2,017,788
Security Reimbursement	-	-	0
Other Terminal Revenues	1,043,424	646,233	1,041,661
Subtotal Terminal	3,036,750	2,507,296	3,059,449
Other Airline	448,178	467,939	383,427
Ground Transportation	5,762,898	6,120,721	6,154,894
General Aviation	806,800	660,996	724,804
Commercial & Other Aviation	2,653,775	2,920,153	2,810,990
Government	396,337	638,439	740,740
Jabara	339,534	409,076	414,512
Other (Indirect)	489,552	730,659	633,292
Total Revenue	\$ 17,601,565	\$ 18,094,403	18,572,994

Wichita Airport Authority
Comparison
Landing Fee Rates
2011 Budget

See Note		Budget 2011 Airfield Landing Fees Rate	Budget 2010 Airfield Landing Fees Rate	Dollar Difference	Percent Difference
1.A	Direct Operation and Maintenance Expenses	\$ 1,411,926	\$ 1,379,511	\$ 32,415	2%
1.B	Indirect Operation and Maintenance Expenses	2,199,146	2,115,479	83,667	4%
	Subtotal O & M Expenses	3,611,072	3,494,990	116,082	3%
1.C	Debt Service	39,813	144,134	(104,321)	-72%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	3,650,885	3,639,124	11,761	0%
1.F	Less: Apron Fees	(123,200)	(123,200)	-	0%
1.G	Less: Other Landing Fees	(546,086)	(502,047)	(44,038)	9%
1.G	Less: Other Airfield Offsets	(593,134)	(598,660)	5,527	-1%
	Adjusted Requirement	\$ 2,388,465	\$ 2,415,216	(26,751)	-1%
1.J	Signatory Airline Landed Weight (M-lbs.)	943,460	973,080	(29,620)	-3%
1.J	Landing Fees Rate	\$ 2.53	\$ 2.48	\$ 0.05	2%

Wichita Airport Authority
Comparison
Terminal Rental Rates
2011 Budget

		Budget 2011 Average Terminal Rental Rate	Budget 2010 Average Terminal Rental Rate	Dollar Difference	Percent Difference
<u>See Note</u>					
1.A	Direct Operation and Maintenance Expenses	\$ 3,030,664	\$ 2,768,515	\$ 262,149	9%
1.B	Indirect Operation and Maintenance Expenses	1,301,674	1,387,391	(85,717)	-6%
	Subtotal O & M Expenses	4,332,338	4,155,906	176,432	4%
1.C	Debt Service	161,211	256,046	(94,835)	-37%
1.D	Revenue Bond Coverage	-	-	-	#DIV/0!
1.E	Special Funds/Accounts	-	-	-	#DIV/0!
	Total Requirement	4,493,549	4,411,952	81,597	2%
1.H	Less: Security Reimbursements	-	-	-	#DIV/0!
	Adjusted Requirement	4,493,549	\$ 4,411,952	81,597	2%
1.I	Terminal Area S.F. (Less Mech/Util)	124,972	124,972	-	0%
1.I	Average Terminal Rental Rate	\$ 35.96	\$ 35.30	\$ 0.65	2%

<p style="text-align: center;">Comparison O & M Expenses</p>

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
<u>O&M Expenses</u>				
Direct O&M Expenses				
Airfield	\$ 1,379,511	\$ 1,411,926	\$ 32,415	2%
Terminal	2,768,515	3,030,664	262,149	9%
Other Airline	64,326	99,266	34,940	54%
Ground Transportation	281,261	211,981	(69,280)	-25%
General Aviation	67,186	65,404	(1,782)	-3%
Commercial & Other Aviation	48,344	56,329	7,985	17%
Government	186,729	200,983	14,254	8%
Jabara	220,487	220,194	(293)	0%
Subtotal Direct	5,016,359	5,296,747	280,388	6%
Indirect O&M Expenses				
Administration	1,557,393	1,561,904	4,510	0%
Building Maintenance	330,829	262,046	(68,783)	-21%
Field Maintenance	775,706	792,963	17,257	2%
Custodial	183,311	161,282	(22,029)	-12%
Engineering	587,870	633,899	46,029	8%
Safety	1,761,013	1,861,302	100,288	6%
Systems & Services	173,668	137,608	(36,060)	-21%
Subtotal Indirect	5,369,791	5,411,004	41,213	1%
Total O&M Expenses	\$ 10,386,150	\$ 10,707,751	321,601	3%

Comparison Debt Service

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
<u>Debt Service</u>				
Direct Debt Service				
Airfield	\$ 86,185	\$ 31,289	\$ (54,896)	-64%
Terminal	97,994	96,174	(1,820)	-2%
Other Airline	41,076	-	(41,076)	-100%
Ground Transportation	347,847	221,400	(126,447)	-36%
General Aviation	31,304	4,911	(26,393)	-84%
Commercial & Other Aviation	70,555	65,956	(4,599)	-7%
Government	-	-	-	#DIV/0!
Jabara	50,442	17,054	(33,388)	-66%
Subtotal Direct	725,404	436,784	(288,620)	-40%
Indirect Debt Service				
Administration	22,305	20,703	(1,602)	-7%
Building Maintenance	76,638	76,638	(0)	0%
Field Maintenance	27,670	-	(27,670)	-100%
Custodial	-	-	-	#DIV/0!
Engineering	-	-	-	#DIV/0!
Safety	12,737	6,261	(6,476)	-51%
Systems & Services	146,366	-	(146,366)	-100%
Unassigned	19,761	20,022	261	1%
Subtotal Indirect	305,476	123,624	(181,853)	-60%
Total Debt Service	\$ 1,030,880	\$ 560,408	(470,472)	-46%

<p style="text-align: center;">Comparison Operating Revenues</p>

	Estimated Current Fiscal Year 2010	Budget Next Fiscal Year 2011	Dollar Difference	Percent Difference
Airfield				
Signatory Airline Landing Fees	\$ 2,415,216	\$ 2,388,465	\$ (26,751)	-1%
Nonsignatory Airline Landing Fees	40,439	42,347	1,908	5%
Cargo Airline Landing Fees	461,608	503,738	42,130	9%
Signatory Airline Apron Fees	123,200	123,200	-	0%
Aviation Fuel Flowage Fees	568,280	561,526	(6,754)	-1%
Inflight Catering	-	0	-	#DIV/0!
Other Airfield Revenues	30,380	31,608	1,228	4%
Subtotal Airfield	3,639,124	3,650,885	11,761	0%
Terminal				
Rentals - Airlines	1,861,063	2,017,788	156,725	8%
Security Reimbursement	-	0	-	#DIV/0!
Other Terminal Revenues	646,233	1,041,661	395,428	61%
Subtotal Terminal	2,507,296	3,059,449	552,153	22%
Other Airline	467,939	383,427	(84,512)	-18%
Ground Transportation	6,120,721	6,154,894	34,173	1%
General Aviation	660,996	724,804	63,808	10%
Commercial & Other Aviation	2,920,153	2,810,990	(109,163)	-4%
Government	638,439	740,740	102,301	16%
Jabara	409,076	414,512	5,436	1%
Other (Indirect)	730,659	633,292	(97,367)	-13%
Total Revenue	\$ 18,094,403	18,572,994	478,591	3%

**City of Wichita
City Council Meeting
February 15, 2011**

TO: Wichita Airport Authority

SUBJECT: Sublease Agreement – Wichita Airport Facilities, Inc. and ICM, Inc.

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Sublease Agreement.

Background: The Wichita Airport Authority (WAA) has an agreement with Wichita Airport Facilities, Inc. (WAF) for the lease of the Hangars 17 and 19, located at 1600 and 1640 Airport Road on Mid-Continent Airport. The agreement stipulates that the WAF may sublease the premises with the prior written consent of WAA, which consent shall not be unreasonably withheld. WAF is desirous of subleasing a portion, consisting of 10,860 sq. ft., of Hangar 17 to ICM. ICM's headquarters is located in Colwich, Kansas. One of the company's divisions, Mid-Continent Aviation Services, will be the sublessee of the south portion of Hangar 17.

Analysis: Mid-Continent Aviation Services has leased space at the hangar to store the company's aircraft for four years. It is now the company's desire to expand the operation to include maintenance and commercial services to be offered to the aviation community in accordance with the Airport's Minimum Standards. The term of the sublease is for a period of three years with two, three-year renewal options. WAF acknowledges that the sublease is subordinate to the primary lease agreement between the WAA and WAF.

Financial Considerations: The agreement that the WAA has with WAF does not require profits or losses from subleases to be shared, so there is no financial impact to the WAA.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through developing agreements which enhance service to the public and have a positive economic impact on the Airport and the community.

Legal Considerations: The Law Department has approved the Sublease Agreement as to legal form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Sublease Agreement and authorize the necessary signatures.

Attachments: Sublease Agreement.

SUBLEASE

Hangar 17b, Wichita Mid-Continent Airport

This Sublease (this "Lease") is made and entered and shall be effective as of the July 1, 2010 (although not necessarily executed on such date, the "Effective Date"), by and between **Wichita Airport Facilities, Inc.**, a Kansas corporation (hereinafter referred to as "LESSOR"), and **ICM, Inc.**, a Kansas corporation (hereinafter referred to as "LESSEE").

The parties hereto agree that this Agreement is made in view of the following facts:

A. LESSOR, as tenant, presently leases real property described as follows:

Buildings commonly known as Hangars 17 and 19, located at 1640 and 1600 Airport Road, Wichita, Kansas 67209, respectively, and which include land and industrial buildings with approximately 27,546 and 29,160 square feet of hanger and office space, respectively.

The above-described buildings and surrounding premises, including paved parking and aircraft ramp, as shown on **Exhibit A-1** attached hereto, which is hereafter referred to as the "Property."

B. LESSOR leases the Leased Premises pursuant to a Lease dated August 15, 1997 (the "Master Lease"), initially entered into by and between the Wichita Airport Authority of the City of Wichita, Kansas (the "Airport Authority"), and Executive Aircraft Corporation. The tenant's rights in the Master Lease were previously assigned to: (i) EAC Aerospace Corporation f/k/a EAC Acquisition Corporation pursuant to an assignment dated March 22, 2000, and (ii) LESSOR pursuant to an assignment dated November 28, 2001.

C. LESSEE desires to sublease a first-floor portion of the Property located within Hangar 17 containing approximately 10,860 square feet, as shown on Exhibit A-2 attached hereto (the "Leased Premises") from LESSOR and does agree to sublease said premises from LESSOR pursuant to the terms of this Lease. However, the Leased Premises shall not include any upstairs office space in the hangar commonly known as

"Hangar 17" (as shown on Exhibit A-2 attached), which shall be retained and used by LESSOR, its tenants, subtenants, licensees, successors or assigns, or other parties.

D. LESSOR desires to sublease the Leased Premises to the LESSEE and does agree to sublease said premises to LESSEE pursuant to the terms of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Lease of Premises:** The LESSOR hereby subleases the Leased Premises unto the LESSEE and the LESSEE hereby rents the Leased Premises from the LESSOR pursuant to the terms of this Lease. LESSEE agrees to use the Leased Premises only for 1) office use related to the general aviation operation of LESSEE's business, and 2) the operation of a general aviation repair station certified by the Federal Aviation Administration as a "Part 145 Repair Station" (the "Permitted Use") and no other use and purpose, and not in violation of any applicable law, regulation, or code. The LESSEE acknowledges and agrees that it has had sufficient opportunity to inspect the Leased Premises, which are in good condition, and that it accepts the same "as is."

2. **Term of Lease:** The term of this Lease shall include an initial term of three (3) years, with one (1) option period of three (3) years, subject to the terms and conditions set forth in this paragraph, and in all cases unless terminated earlier in accordance with the terms hereof.

a. The initial term of this Lease shall be for a period of three (3) years, commencing on the Effective Date and expiring on the last day of the last full calendar month preceding the third anniversary of the Effective Date (the "Initial Term").

b. Provided that the LESSEE is not in default under this Lease or any of the terms, provisions, or conditions hereof, LESSEE shall have the following options to extend the lease term, to wit:

(1) LESSEE shall have the option to extend the lease term for a period of three (3) additional year, commencing effective the day after the expiration of the Initial Term and expiring three (3) years thereafter (the “First Renewal Term”), upon the giving of an irrevocable written notice of the exercise of such option to LESSOR at least one hundred fifty (150) days prior to the expiration of the Initial Term. If said option is duly exercised, the lease term shall be automatically extended for the Renewal Term without the requirement of any further instrument upon all of the same terms, provisions, and conditions set forth herein.

(2) If LESSEE exercises its option for the First Renewal Term, LESSEE shall have the further option to extend the lease term for a period of three (3) additional years, commencing effective the day after the expiration of the First Renewal Term and expiring three (3) years thereafter (the “Second Renewal Term”), upon the giving of an irrevocable written notice of the exercise of such option to LESSOR at least one hundred and fifty (150) days prior to the expiration of the First Renewal Term. If said option is duly exercised, the lease term shall be automatically extended for the Second Renewal Term without the requirement of further instrument upon all of the same terms, provisions, and conditions set forth herein.

3. **Initial Payment:** Within three (3) business days following the Effective Date, the LESSEE shall pay to the LESSOR the sum of all outstanding rental invoice(s), if any, for LESSEE’S month-to-month tenancy at the Leased Premises, and under this Lease, prior to the Effective Date.

4. **Rental:** Each payment of monthly rental shall be due in advance, without setoff, on the first day of each calendar month during the lease term. In addition, LESSEE shall timely pay all other amounts it is required to pay herein, all of which shall be deemed to constitute additional rental hereunder. The minimum rental payable by the LESSEE to the LESSOR shall be in accordance with the following schedule:

Initial Term

Year	Annual Rent	Monthly Rent
Year 1	\$60,000.00	\$5,000.00
Year 2	\$61,200.00	\$5,100.00
Year 3	\$62,400.00	\$5,200.00

First Renewal Term

During the First Renewal Term, minimum rental shall be upwardly adjusted annually in accordance with the following schedule upon the first day of the Lease year:

First Renewal Term – Year 1	Annual minimum rental shall be increased by the lesser of (a) 2%, or (b) if applicable, the difference between Tenant's most recent per square foot rental rate and the then-current average per square foot rental rate of all long-term (a lease for 1 or more years) tenants occupying the Hangar commonly known as Hangar 17a
First Renewal Term – Year 2	Annual minimum rental shall be increased by the lesser of (a) 2%, or (b) if applicable, the difference between Tenant's most recent per square foot rental rate and the then-current average per square foot rental rate of all long-term (a lease for 1 or more years) tenants occupying the Hangar commonly known as Hangar 17a
First Renewal Term – Year 3	Annual minimum rental shall be increased by the lesser of (a) 2%, or (b) if applicable, the difference between Tenant's most recent per square foot rental rate and then-current average per square foot rental rate of all long-term (a lease for 1 or more years) tenants occupying the Hangar commonly known as Hangar 17a

Second Renewal Term

During the Second Renewal Term, minimum rental shall be upwardly adjusted annually in accordance with the following schedule upon the first day of the Lease year:

Second Renewal Term – Year 1	Annual minimum rental shall be increased by the lesser of (a) 2%, or (b) if applicable, the difference between Tenant's most recent per square foot rental rate and then-current average per square foot rental rate of all long-term (a lease for 1 or more years) tenants occupying the Hangar commonly known as Hangar 17a
Second Renewal Term – Year 2	Annual minimum rental shall be increased by the lesser of (a) 2%, or (b) if applicable, the difference between Tenant's most recent per square foot rental rate and the then-current

	average per square foot rental rate of all long-term (a lease for 1 or more years) tenants occupying the Hangar commonly known as Hangar 17a
Second Renewal Term – Year 3	Annual minimum rental shall be increased by the lesser of (a) 2%, or (b) if applicable, the difference between Tenant's most recent per square foot rental rate and the then-current average per square foot rental rate of all long-term (a lease for 1 or more years) tenants occupying the Hangar commonly known as Hangar 17a

The annual minimum rental shall be paid monthly in advance, without setoff, in equal installments on the first day of each calendar month during the Renewal Term.

Notwithstanding anything to the contrary contained herein, in consideration for LESSEE constructing and completing its "Entryway Improvements" (as defined in Paragraph 5 below), an amount of Three Thousand and No/100 Dollars (\$3,000.00) shall be abated from LESSEE's monthly minimum rent for the first full calendar month after completion of such entryway improvements. Thereafter, LESSEE shall resume paying its full amount of monthly minimum rent in accordance with this Paragraph 4.

5. **Alterations and Improvements to Premises:** LESSEE may at any time during the lease term, but only upon obtaining LESSOR's prior written consent thereto as hereinafter prescribed, and subject to the conditions hereinafter set forth, or the conditions set from by LESSOR at the time of any such alteration or improvement request, at LESSEE's own cost and expense, make any alterations or improvements in and to the interior portions of the Leased Premises. Any alterations and improvements pursuant to this paragraph shall be performed in a workmanlike manner and shall not weaken or impair the structural strength, or lessen the value of the building or the Leased Premises, or change the purposes for which the building of which the Leased Premises are a part may be used. The conditions with respect to alterations or improvements are as follows:

- a. All necessary building permits, licenses, and consents must be obtained from any governmental agency having jurisdiction or any public utility having an interest therein, and all work performed shall be done in accordance with the requirements of any authority having jurisdiction with respect thereto. Plans and specifications must receive the written approval of the LESSOR prior to the commencement of any work.

b. All alterations and improvements in or to the Leased Premises or which may be erected or installed during the lease term shall become a part of the Leased Premises and the sole property of the LESSOR at the expiration of the term; provided, however, that all movable and non-fixturized counters, furniture, and equipment of the LESSEE shall be and remain the property of the LESSEE.

Notwithstanding anything to the contrary contained herein, LESSEE shall have the right to construct and complete certain improvements to the front entryway of Hangar 17 within ninety (90) days of the Effective Date ("Entryway Improvements"). LESSEE shall submit its plans and specifications to LESSOR for review and written approval, which cannot be unreasonably withheld, conditioned, or delayed, prior to commencement of construction of the Entryway Improvements. The Entryway Improvements shall otherwise be constructed and completed in accordance with this Paragraph 5.

6. **Maintenance and Repairs of Premises:** LESSEE shall at all times during the lease term, and at LESSEE's own cost, repair, replace and maintain in good, safe, clean, and slightly condition the interior surfaces and all improvements, fixtures, and equipment located in the Leased Premises, and shall use all reasonable precautions to prevent waste, damage, or injury to any portion of the Leased Premises, or any structure or improvement adjacent thereto. Without limiting the generality of the foregoing, the conditions and requirements with respect to repairs of the Leased Premises shall be as follows:

a. The LESSEE shall repair and replace and shall maintain in good and satisfactory condition the interior of the Leased Premises, including the interior of the building, all glass windows, doors, skylights, and interior fixtures. The LESSEE shall also maintain at LESSEE's sole and separate cost and expense interior sheet metal, and flooring to the Leased Premises, all of which must be returned, at the end of the lease term, in at least as good of condition as on the date hereof. The hangar doors on the Leased Premises are expressly excluded from this provision.

b. LESSEE shall maintain and repair all heating, electrical, plumbing, air-conditioning, and fire suppression systems exclusively serving the Leased Premises. To the extent any such systems do not exclusively serve the Leased Premises, LESSEE shall be responsible for its pro rata share of maintenance and repair of such systems. For purposes of calculating LESSEE'S pro rata share for Hangar 17 under this Paragraph 4(c), LESSEE shall pay fifty percent (50%) of all such costs and expenses related thereto. In the event of such costs and expense, LESSEE shall remit payment in full to LESSOR within thirty (30) days of receipt

by LESSEE of an invoice from LESSOR. LESSEE, at its sole cost and expense, shall employ a reputable service company engaged in the business of maintaining heating, ventilation and air conditioning systems to clean and replace air conditioning filters no less than once every three (3) months during the calendar year.

c. The LESSEE shall pay for the repairs of any damage to the Property caused by the negligence or intentional acts of the LESSEE or the LESSEE'S agents, licensees, or invitees.

d. All other repairs necessary in order to maintain the Leased Premises and improvements and in good condition shall be paid by the LESSEE at LESSEE's sole cost, including any repairs of latent or other defects.

e. Subject to Paragraphs 13 and 14, the structural portions of the Leased Premises, the roof, exterior walls, foundation, and hangar doors, shall be maintained by the LESSOR, at LESSOR's sole cost and expense (except to the extent caused by the negligent or intentional acts of LESSEE). In addition, subject to LESSEE fulfilling all maintenance and repair obligations of the heating, ventilation, and air-conditioning ("HVAC") systems set forth in Paragraph 6(b), in the event the HVAC system exclusively serving the Leased Premises can no longer be repaired by LESSEE, LESSOR shall be responsible for the reasonable replacement of the HVAC system serving the Leased Premises during the Lease term.

7. **LESSEE to Pay all Taxes:** LESSEE shall be responsible for and shall pay before delinquency all municipal, county, or state taxes assessed during the term of this Lease against personal property of any kind owned by or placed in, upon, or about the Leased Premises.

8. **LESSEE to Pay Utilities:** LESSEE agrees to pay all utilities and similar charges for the Leased Premises such as electricity, gas, water, sewer, trash pick-up, and telephone charges, including any cost of hooking up or switching said utilities. LESSOR shall not be liable for any disruptions in utility services to the Lease Premises nor shall any such disruptions constitute an eviction or otherwise result in any abatement of rental or relief of other obligations of the LESSEE hereunder. In the event the Leased Premises is not separately metered, LESSEE shall pay fifty percent (50%) of such utilities or similar charges for Hangar 17.

9. **Insurance:**

a. The LESSEE shall procure and maintain in effect, during the lease term, at its sole cost and expense, commercial general liability insurance with at least a single combined limit of Five Million Dollars (\$5,000,00.00), including fire legal coverage in the amount of \$1,000,000, insuring against all liability of the LESSEE and its agents arising out of and in connection with the LESSEE's use or occupancy of the Leased Premises. All such insurance shall also insure performance by the LESSEE of the indemnity provisions of this Lease in favor of the LESSOR, provided, that the amount of coverage shall not be deemed to limit the LESSEE's liability hereunder. *WAA and City of Wichita shall be named additional insureds.*

b. The LESSOR shall procure and maintain in effect, during the lease term, at its sole cost and expense, fire and extended coverage casualty insurance (under a policy of "All Risk" or comparable insurance coverage) on the Leased Premises, and all improvement and personal property located on the Leased Premises in each case in an amount not less than the full insurable value thereof

c. The LESSEE shall procure and maintain in effect, during the lease term, at its sole cost and expense, hangar keepers liability insurance coverage on the Leased Premises in an amount not less than Five Million Dollars (\$5,000,000.00). In addition, LESSEE agrees to carry fire and extended coverage casualty insurance (under a policy of "All Risk" or comparable coverage) on all LESSEE's improvements and personal property located on the Leased Premises in an amount equal to the full insurable value, including coverage for WAA and City of Wichita as additional insured, but only to the extent of any insurable interest they may have.

d. Each insurance policy described above shall name the LESSOR as an additional insured, as the case may be, and shall contain an endorsement requiring thirty days' prior written notice from the insurance company to the LESSOR before cancellation or any change in coverage, scope, or amount of any policy. Each such policy, or a certificate showing it is in effect, shall be provided to the LESSOR on or prior to the Effective Date, and renewal certificates or copies of renewal policies shall be delivered to the LESSOR at least thirty days prior to the expiration date of any such policy.

e. Each insurance policy maintained by either party with respect to the Leased Premises shall contain a "waiver of subrogation clause," which shall waive the insurance company's right of subrogation against the other party and such other party's affiliates, shareholders, directors, officers, employees, and representatives. In this regard, and notwithstanding anything herein to the contrary, each party hereby waives any and all causes of action it may have against the other party to the extent of available insurance coverage.

f. LESSEE shall keep and maintain in force during the term hereof, workers' compensation insurance on its employees to comply with the applicable laws of the State where the Leased Premises is located and employer's liability insurance with limits of not less than \$500,000.00 each accident, \$500,000.00 per employee per disease and \$500,000.00 policy aggregate.

g. LESSEE shall keep and maintain in force during the term hereof, combined liability policy limits in the amount of \$10,000,000.00 including the amounts of the commercial general liability policy in Section - 9(a).

h. LESSEE'S insurance requirements herein shall also apply to its successors, assignees, and subtenants.

Nett
1-26-2011

1/21/11
BSD

10. **No Abatement of Rental:** Except as provided for in Paragraph 13, no abatement, diminution, or reduction of rental shall be claimed or allowed to LESSEE or any persons claiming under LESSEE, in any circumstance, whether for inconvenience, discomfort, interruption of business or otherwise, arising from the making of alterations, improvements, or repairs to the Leased Premises, including during the restoration of the Leased Premises after the destruction or damage thereof by fire or other casualty.

11. **Property Loss, Damage, Etc.:** LESSOR or LESSOR'S agents shall not be liable for any injury or damage to any person or property in, on, or about the Leased Premises, whether owned by LESSEE or anyone else, resulting from any condition or cause whatever, unless directly caused by the negligence or intentional acts of the LESSOR or LESSOR'S agents. Without limiting the generality of the foregoing, the LESSOR or LESSOR'S agent shall not be liable for any damages to the LESSEE or LESSEE'S agents, licensees, invitees, and/or all other persons whom LESSEE permits to be in or about the Leased Premises or to any of their property occasioned by any failure to repair, or from the bursting or leaking of water, gas, or plumbing pipes or fixtures and equipment in the Leased Premises or for damage occasioned by water, snow, or ice on the roof, parking lot, or modification-related activities.

12. **Access Easement:** LESSEE hereby grants to LESSOR and its agents, customers, invitees, licensees, tenants, subtenants, sub-subtenants, contractors, representatives, agents, and employees, a non-exclusive easement over, through, and across a reasonable and necessary portion of the Leased Premises for ingress, egress and access to the Access Areas (as defined on Exhibit A-3) at any time throughout the duration of the Lease term; provided, however, that the use of the Leased Premises by LESSEE shall not be materially impaired or interrupted, except for temporary reasonable interruptions in connection with construction, repair, replacement, maintenance, reconstruction or modification-related activities.

13. **Untenantability.** If the Leased Premises is damaged or destroyed by fire or other casualty, cause or condition whatsoever, such that the damage or destruction cannot be repaired within one hundred eighty (180) days, LESSOR may, by written notice to LESSEE given within thirty (30) days after such damage, terminate this Lease as to all the Leased Premises covered by this Lease. If the Leased Premises are damaged or the access or use thereof is materially impaired by the damage, then LESSOR 's termination shall be effective as of the date of such damage; otherwise said termination shall be effective thirty (30) days after receipt of such notice by LESSEE. LESSOR agrees to give notice (the "Repair Notice") to LESSEE within thirty (30) days after LESSEE notifies LESSOR of any such fire or other casualty and requests a Repair Notice; the

Repair Notice will state the time Landlord requires to repair and restore the Leased Premises and will contain either a commitment by LESSOR to complete the repairs and restoration within such time (subject to force majeure), or a statement by LESSOR that it elects to terminate by reason of the damage not being repairable within one hundred eighty (180) days. If the Repair Notice is not given by LESSOR within the time required or does not contain a commitment by LESSOR to complete such repairs and restoration within the Required Time (as defined below), LESSEE may terminate this Lease by written notice to LESSOR provided that LESSEE gives such notice within thirty (30) days after expiration of the thirty (30) day period specified above. The "Required Time" means one hundred fifty (150) days with respect to any damage that renders thirty percent (30%) or less of the Leased Premises unusable for the purposes contemplated herein and one hundred eighty (180) days for any other damage. If LESSOR fails to complete repairs and restoration within the time stated in the Repair Notice to LESSEE other than as a result of force majeure, LESSEE shall be entitled to terminate this Lease by written notice given to LESSOR before the applicable repairs and restoration are complete; provided, however, that before terminating this Lease pursuant to this sentence, LESSEE must first give LESSOR at least fifteen (15) days notice of LESSEE's intention to terminate. If within such fifteen (15) day period, LESSOR completes the repairs and restoration required of it, LESSEE shall have no further right to terminate this Lease pursuant to the preceding sentence.

Unless this Lease is terminated as hereinabove provided, LESSOR shall proceed with due diligence to restore, repair and replace the Leased Premises to substantially the same condition as they were in as of the Effective Date of this Lease and from and after the date of such damage until the date of completion of said repairs, replacements and restorations, a just proportion of the monthly minimum rent herein shall abate according to the extent the full use and enjoyment of the Leased Premises are materially impaired by reason of such damage. LESSOR shall be under no duty to restore any alterations, improvements or additions made by LESSEE. LESSOR 's obligations under this Paragraph shall be limited to the extent of insurance proceeds payable as a result of the casualty, cause or condition.

14. Condemnation: In the event that title to the whole or any part of the Leased Premises shall be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease and the term and estate hereby granted shall forthwith cease and terminate as of the date of vesting of title and LESSOR shall be entitled to receive the entire award, LESSEE hereby assigning to LESSOR LESSEE's interest therein, if any. However, nothing herein shall be deemed to give LESSOR any interest in or to require LESSEE to assign to LESSOR any award made to LESSEE for the taking of personal property or fixtures belonging to LESSEE or for the interruption of or damage to LESSEE's business or for LESSEE's moving expenses. For the purpose of this Paragraph 14, a sale to a public or quasi-public authority under threat of condemnation shall constitute a vesting of title and shall be construed as a taking by such condemning authority.

If, during the life of this Lease, title to substantially all of the Property be condemned by any authority having the power of eminent domain, this Lease shall, ipso facto, terminate on the date possession of substantially all of the Property is required to be surrendered to the condemning authority. A condemnation which in LESSOR's judgment renders the Property untenable or impairs the efficient utilization of the Property by LESSOR (or its tenants) shall be deemed a condemnation of substantially all of the Property; provided, however, LESSOR agrees to be reasonable in exercising its judgment.

15. Uses; Restrictions; Compliance with Laws:

a. LESSEE shall use the Leased Premises only for the Permitted Use and no other purpose, and shall not use the Leased Premises for any unlawful, disreputable, or ultra hazardous purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.

b. LESSEE agrees to comply with all laws, ordinances, and regulations of any governmental authority applicable to the LESSEE or the Leased Premises, as well as all regulations of insurance applicable to the Leased Premises.

16. Indemnification: LESSEE shall indemnify and hold LESSOR and its affiliates, shareholders, directors, officers, employees, agents, and representatives (the "Released Parties") harmless from and against, and shall pay or reimburse the Released Parties for, all expenses, liabilities, claims of every kind, including attorneys' fees and court costs (collectively, "Losses"), incurred by any of them arising out of or relating to (a) a failure by LESSEE to perform any of the terms and conditions of this Lease, (b) any injury or damage happening on or about the Leased Premises, whether caused in whole or

Page 11 of 22

*and Wichita Airport
Authority and the
City of Wichita*

543

1-31-11

in part by an act or omission of LESSEE or LESSEE'S agents, licensees, invitees, and/or all other persons whom LESSEE permits to be in or about the Leased Premises or otherwise, (c) failure to comply with any law or any governmental authority, (d) any mechanic's lien or security interest filed against the Leased Premises or any part thereof or any improvements thereon, as a result of any purchase, alteration or improvement, or repair by or on behalf of LESSEE or at its direction, or (e) LESSEE'S operation of its business upon the Leased Premises, whether or not any such Losses occurred thereon. However, notwithstanding anything herein to the contrary other than Paragraph 9.e, LESSOR shall indemnify and hold LESSEE and its affiliates, shareholders, directors, officers, employees, agents, and representatives harmless from and against, and shall pay or reimburse LESSEE and such persons for, all Losses incurred by any of them to the extent directly resulting from the negligence or intentional acts of LESSOR or LESSOR'S agents.

17. **Environmental Indemnification:** LESSOR acknowledges that LESSEE may permit the use of Hazardous Materials on the Leased Premises in the ordinary course of business conducted on the Leased Premises. However, during the term of this Lease except in the ordinary course of business, LESSEE shall not use the Leased Premises for the storage of Hazardous Materials, nor shall the LESSEE permit the release of Hazardous Materials on the Leased Premises. To the extent there have been any Hazardous Materials released on the Leased Premises as a result of any actions, inactions, negligence, or usage of the Leased Premises by the LESSEE such that the Leased Premises are in any manner contaminated by Hazardous Materials such that the Leased Premises requires remediation under any Environmental Law, then the LESSEE, at LESSEE's expense, shall remove said Hazardous Materials, and shall restore the Leased Premises to a condition which satisfies all pertinent "Environmental Laws," and shall indemnify LESSOR from all liabilities, claims, and expenses arising out of or relating to such Hazardous Materials. As used in this paragraph, the term "Hazardous Materials" means any material which is prohibited or considered as a "Hazardous Material" under the Environmental Laws. As used in this Paragraph, the term "Environmental Law" means the Clean Air Act, 42 USC Section 7401 et seq.; the Clean Water Act, 33 USC Section 1251 et seq.; the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 USC Section 136 et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601; and any other state or federal environmental protection legislation which now exists, which at any time in the past has existed, or which may at any time in the future exists and becomes applicable to the Leased Premises as a result of any actions, inactions, negligence, or usage of the Leased Premises by the LESSEE.

18. **Events of Default by LESSEE:** Each of the following events shall constitute a default or breach of this Lease by LESSEE

:

- a. If LESSEE or any successor or assignee of LESSEE while in possession, shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;
- b. If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against LESSEE, or if a receiver or trustee shall be appointed of all or substantially all of the property of LESSEE, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within sixty (60) days after the institution or appointment;
- c. If LESSEE shall fail to pay LESSOR any rent or additional rent when due and shall not make the payment within fifteen (15) days after notice thereof by LESSOR to LESSEE;
- d. If LESSEE shall fail to perform or comply with any of the other terms or conditions of this Lease and if the nonperformance shall continue for a period of ten (10) days after notice thereof by LESSOR to LESSEE or, if the performance cannot be reasonably had within the ten (10) day period, if LESSEE shall not diligently proceed to completion of performance;
- e. If LESSEE shall vacate or abandon the Leased Premises;
- f. If this Lease or the estate of LESSEE hereunder shall be transferred to, assigned to, or shall pass or devolve on any other person, entity, or party, except in the manner herein permitted; or
- g. If LESSEE shall be in default under any other lease, agreement, or instrument with LESSOR.

19. **LESSOR's Rights in the Event of Default by LESSEE:** In the event of any default hereunder, as set forth in paragraph 18, the rights of LESSOR shall be as follows (which shall be cumulative and in addition to any other rights LESSOR may have under applicable law):

a. LESSOR shall have right to cancel and terminate this Lease, as well as all of the right, title, and interest of LESSEE hereunder after not less than fifteen (15) days' notice of the cancellation and termination. On expiration of the time fixed in the notice, the Lease and the right, title, and interest of LESSEE hereunder shall terminate in the same manner and with the same force and effect, except as to LESSEE's continued liability for all amounts due hereunder, as if the date fixed in the notice of cancellation and termination were the end of the lease term.

b. LESSOR may elect, but shall not be obligated, to make any payments required of LESSEE herein or perform any agreement, term, or condition required hereby to be performed by LESSEE, and LESSOR shall have the right to enter the Leased Premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, and any expenditure for the correction by LESSOR shall be payable by LESSEE but shall not be deemed to waive or release the default of LESSEE or the right of LESSOR to take any action as may be otherwise permissible hereunder in the case of any default.

c. LESSOR may reenter the Leased Premises immediately and remove the property and personnel of LESSEE, and store the property in public warehouse or at a place selected by LESSOR, at the expense of LESSEE. After reentry, LESSOR may (but not obligated to) terminate the lease on giving fifteen (15) days' written notice of termination to LESSEE. Without the termination notice, reentry will not terminate the lease. On termination, LESSOR may recover from LESSEE all damages proximately resulting from the breach, including the cost of recovering the Leased Premises, and the worth of the balance of this Lease over the reasonable rental value of the Leased Premises for the remainder of the lease term.

d. After reentry in accordance with 19(c), LESSOR may relet the Leased Premises or any part thereof for any term without terminating the Lease, at the rent and on the terms as LESSOR may choose. LESSOR may make alterations and repairs to the Leased Premises. The duties and liabilities of the parties if the Leased Premises are relet as provided herein shall be as follows:

- (1) In addition to LESSEE's liability to LESSOR for breach of the Lease, LESSEE shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by LESSOR under the new lease agreement and the rent installments that are due for the same period under this Lease.

(2) LESSOR shall have the right, but shall not be required, to apply the rent received from reletting the Leased Premises (1) to reduce the indebtedness of LESSEE to LESSOR under the Lease, not including indebtedness for rent, (2) to expenses of the reletting and alterations and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this Lease as it becomes due.

e. In addition to the prevailing party's recovery of its actual damages, the prevailing party in any dispute arising under this Lease shall be entitled to recover from the other party such additional expenses as are incurred by the prevailing party in enforcing the terms of this Lease. Such additional expenses shall include all attorney's fees incurred by the LESSOR, all court costs, and other reasonably related expenses incurred in enforcing this Lease and the provisions hereof.

f. Any sums not paid to the LESSOR when properly due pursuant to the terms of this Lease shall accrue interest at the lesser of the rate of eighteen percent (18%) per annum or the maximum amount permitted by law until paid.

20. **Payments by LESSEE after Default not to Reinstate Lease:** No receipt of money by LESSOR from LESSEE after default or cancellation of this Lease in any lawful manner shall (1) reinstate, continue, or extend the term of affect any notice given to LESSEE (2) operate as a waiver of the right of LESSOR to enforce the payment of rent and additional rent then due or falling due, or (3) operate as a waiver of the right of the LESSOR to recover possession of the Leased Premises by proper suit, action, proceeding, or other remedy. After (1) service of notice of cancellation as herein provided and the expiration of the time specified therein, (2) the commencement of any suit, action, proceeding or other remedy or (3) final order or judgment for possession of the Leased Premises, LESSOR may demand, receive, and collect any monies due, without in any manner affecting such notice, order or judgment. Any and all such monies so collected shall be deemed to be payment on account of the use and occupation of the Leased Premises or at the election of LESSOR, on account of the liability of LESSEE hereunder.

21. **Miscellaneous Rights of LESSOR:**

a. In the event of a breach or a threatened breach by LESSEE of any of the terms and conditions hereof, LESSOR shall have the right of injunction to restrain LESSEE and the right to invoke any remedy allowed by law or in equity,

as if the specific remedies of indemnity or reimbursement were not provided herein.

b. The rights and remedies given to LESSOR in this Lease are distinct, separate and cumulative, and no one of them, whether or not exercised by LESSOR, shall be deemed to be in exclusive of any of the others herein, by law, or by equity provided.

c. In all cases hereunder, and in any suit, action, or proceeding of any kind between the parties, it shall be presumptive evidence of the fact of the existence of a charge being due if LESSOR shall produce a bill, notice, or certificate of any public official entitled to give that notice to the effect that such charge appears of record on the books in his office and has not been paid.

22. **Inspection of Premises by LESSOR:** LESSEE shall permit LESSOR or its agents to enter the Leased Premises at all reasonable hours and upon reasonable notice to inspect the Leased Premises or make repairs that LESSEE may neglect or refuse to make in accordance with the provisions of this Lease, and also to show the Leased Premises to prospective buyers. At any reasonable time and upon reasonable notice after LESSEE has failed to exercise its option for the First Renewal Term or Second Renewal Term, as applicable, LESSOR may show the Leased Premises to persons wishing to rent the Leased Premises.

23. **Subordination of Lease to Mortgages and Deeds of Trust:** This Lease and all rights of LESSEE hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the Leased Premises, or any part thereof, and to any and all renewals, modifications, or extensions of any such mortgages. LESSEE shall on demand execute, acknowledge, and deliver to LESSOR, without expense to LESSOR, any and all instruments that may be necessary or proper to subordinate this Lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification, or extension, and if LESSEE shall fail at any time to execute, acknowledge and deliver any such subordination instrument, LESSOR, in addition to any other remedies available in consequence thereof, may execute, acknowledge, and deliver the same as LESSEE's attorney-in-fact and in LESSEE's name. LESSEE hereby irrevocably makes, constitutes, and appoints LESSOR, its successors and assigns, his attorney-in-fact for that purpose. In the event of a foreclosure on any mortgage or Deed of Trust to which this Lease is subject, the mortgagee or the purchaser at any such foreclosure sale shall be entitled to substitution as LESSOR of this Lease, and

as substitute LESSOR shall be entitled to enforce all terms and conditions hereof, and LESSEE shall attorn to such substitute LESSOR.

24. **LESSEE Bound by Encumbrances of Record and Master Lease:** The parties shall be bound by all existing agreements, easements, restrictions, and encumbrances of record relating to the Leased Premises, and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder. In addition, LESSEE acknowledges that LESSOR's and its rights to the Leased Premises are subject to the existing restrictions and obligations relating to the Leased Premises contained in the Master Lease, as the case may be, and related documents, copies of which have been made available to LESSEE, and all rights of the Airport Authority, as landlord, thereunder, and that it shall abide by all of said restrictions and obligations; provided, that the LESSOR agrees it shall neither intentionally violate the Master Lease nor agree to an amendment thereof that affects the LESSEE's rights to the Leased Premises without the LESSEE's prior consent. Without limiting the generality of the foregoing, pursuant to Section 9.1 of the Master Lease, LESSEE agrees as follows:

a. Except for vending machines for the LESSEE's use, the LESSEE shall not be permitted to use the Leased Premises or any part thereof for retail food or beverage service, automobile sales or service, or the provision of recreation or entertainment;

b. The LESSEE shall not be permitted to use any portion of the Leased Premises for any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, or racetrack.

25. **Peaceable Surrender of Possession at End of Term; Improvements and Property:** All leasehold improvements which are permanently attached to the Leased Premises will, at the end of the lease term, which for purposes of this provision includes the First Renewal Term or Second Renewal Term, if and as applicable, become the sole and separate property of the LESSOR, and LESSEE shall have no further claim thereon. Furthermore, LESSEE agrees that LESSEE will not mortgage, grant a security interest in, or pledge in any manner any such improvements. LESSEE shall, on the last day of the lease term, peaceably and quietly surrender and deliver the Leased Premises to LESSOR, including all buildings, improvements, and fixtures constructed or placed thereon by LESSEE, except movable personal property, all in good condition and repair. Any such

movable personal property belonging to LESSEE, if not removed at the end of the lease term, shall, if LESSOR so elects, be deemed abandoned and become the property of LESSOR without any payment or offset therefor. If LESSOR shall not so elect, LESSOR may remove such abandoned personal property from the Leased Premises and store it at the risk and expense of LESSEE. LESSEE shall repair and restore all damage to the Leased Premises caused by the removal of any such personal property.

26. **Holding Over:** If the LESSEE remains on the Leased Premises after the end of the lease term, then and in that event, the LESSEE hereby waives all notice to quit and agrees to pay to the LESSOR for the period that the LESSEE is in possession after the end of the lease term, a monthly rental payment which is equal to one hundred fifty percent of the monthly rental plus all additional rental set forth herein. The LESSEE agrees to indemnify and hold the LESSOR harmless from and against all damages, loss, costs, and expenses, direct and consequential, which the LESSOR may suffer in defense of claims by other parties against the LESSOR arising out of such a holding over by the LESSEE, including without limitation attorneys' fees which may be incurred by the LESSOR in defense of such claims. Acceptance of rent by the LESSOR after the end of the lease term shall not constitute consent to a holding over, and the LESSOR, at the LESSOR's option, may forthwith re-enter and take possession of the Leased Premises by process of law or otherwise.

27. **No Waiver of Right to Strict Performance:** The failure of either party to insist on a strict performance of any of the terms and conditions hereof at any time or from time to time shall be deemed a waiver of the rights or remedies that party may have regarding such specific instance or instances only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

28. **Notices:** All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, or by overnight delivery by a recognized national courier service, to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing.

LESSOR: Wichita Airport Facilities, Inc.
Attention: James Alabach
201 N. Stadium Blvd, Suite 201
Columbia, MO 65203
Fax No.: 573.449.2643

with a copy to: Robert Taylor
3040 W. 68th Street
Mission Hills, KS 66208
Fax No.: 816.221-3003

and a copy to: Craig VanMatre
Van Matre and Harrison, P.C.
1103 East Broadway, Suite 101
Columbia, MO 65201
Fax No.: 573.875.0017

LESSEE: ICM, Inc.
Attention: General Counsel
310 North First Street
P.O. Box 397
Colwich, KS 67030

With a copy to: ICM, Inc.
Attention: Steve VanderGriend
1640 Airport Road
Wichita, KS 67209

Every notice shall be deemed to have been given at the time it shall be deposited in the United States mail or with the overnight courier in the manner prescribed herein. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

29. **No Assignment, Encumbrance or Subletting by LESSEE:** Neither LESSEE nor LESSEE's successors or permitted assigns shall assign or encumber this Lease or its interest herein or sublet the Leased Premises in whole or in part, or permit the Leased Premises to be used or occupied by others, nor shall this Lease be assigned or transferred by operation of law, without the prior consent, in writing, of LESSOR in each instance. If an attempt is made by LESSEE to assign or encumber this Lease or its interest herein, or if all or any part of the Leased Premises is sublet or occupied by any person or entity other than LESSEE, this Lease will be considered as breached by the LESSEE, but LESSOR may, after such default by LESSEE, collect rent from the assignee, subtenant, or occupant, and apply the net amount collected to the rent reserved

herein, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of any term or condition hereof, or the acceptance of the assignee, subtenant, or occupant as LESSEE. LESSEE shall continue to be liable hereunder in accordance with the terms and conditions of this Lease and shall not be released from the performance of the terms and conditions hereof. The consent by LESSOR to an assignment, encumbrance, or sublease shall not be construed to relieve LESSEE from obtaining the express written consent of LESSOR to any such future transaction. Landlord hereby provides its consent to sublease a portion of the Leased Premises to Mid-Continent Aviation Services, Inc., LESSEE'S wholly owned subsidiary, subject on the express condition that 1) LESSEE shall remain liable for the prompt payment of the minimum rent and performance of the covenants on the part of said LESSEE to be kept, observed, and performed for all obligations under the Lease, including the initial lease terms and all option periods, and 2) the Leased Premises shall be used and occupied in-full for no other use other than what is allowed in this Lease (and subject to its prohibited uses).

30. **Assignment by LESSOR:** During the lease term, LESSOR shall have the right to sell, convey, transfer or assign all or any part of its interest in the real property and the buildings of which the Leased Premises are a part or its interest in this Lease. LESSEE agrees to attorn to LESSOR's purchaser or assignee. All covenants and obligations of LESSOR under this lease shall cease upon the execution of such conveyance, transfer or assignment, but such covenants and obligations shall run with the land and shall be binding upon subsequent owner or owners thereof or of this Lease.

31. **Entire Agreement:** This Lease contains the entire agreement between the parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto.

32. **Binding Effect:** This Lease and the terms and conditions hereof shall apply to and are binding on, and shall inure to the benefit of, the successors and permitted assigns of the parties hereto.

33. **Construction of Lease:** This Lease shall be governed and construed in accordance with the laws of the State of Kansas. In the event of any dispute relating to this Lease: the courts in Sedgwick County, Kansas shall have exclusive jurisdiction, and the prevailing party in any litigation shall be entitled to be reimbursed its costs of litigation, including reasonable attorneys' fees. The language in all parts of this Lease shall be construed, in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed and had equal input with respect to this Lease and that any rule of construction to the effect that any ambiguities are to be

resolved against the drafting party shall not be employed in the interpretation of this Lease. Furthermore, as used herein the term "including" (and its derivations) shall mean including without limitation, the headings herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease, and references herein to "this Lease" and the words "herein," "hereof," and words of similar import refer to this Lease in its entirety.

34. **Time:** Time is of the essence in all provisions of this Lease.

35. **Multiple Copies:** This Lease may be executed in multiple copies, each of which shall be considered as an "original."

36. **Payments of Rental to LESSOR:** All payments of rental shall be made to LESSOR at the following address (unless LESSEE is notified by LESSOR of a different address in writing hereafter):

Wichita Airport Facilities, Inc.
211 N. Stadium Blvd., Suite 201
Columbia, MO 65203

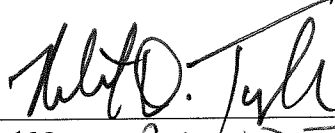
37. **Delegation and Novation:** Delegation or novation with respect to LESSOR'S duties to Owner under the Master Lease may be through LESSEE, or other Lessee's approved by Owner which approval shall not be unreasonably withheld, conditioned, or delayed.

Kelt
1-26-2011

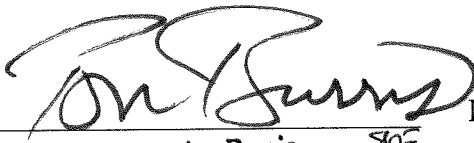
1/21/11
BSD

IN WITNESS WHEREOF, the parties have executed this Sublease at Wichita, Kansas, the day and year first above written.

LESSOR: Wichita Airport Facilities, Inc., a Kansas corporation

By:  Date: 9/8/10
Printed Name: Robert D. Taylor
Title: Vice President

LESSEE: ICM, Inc., a Kansas corporation

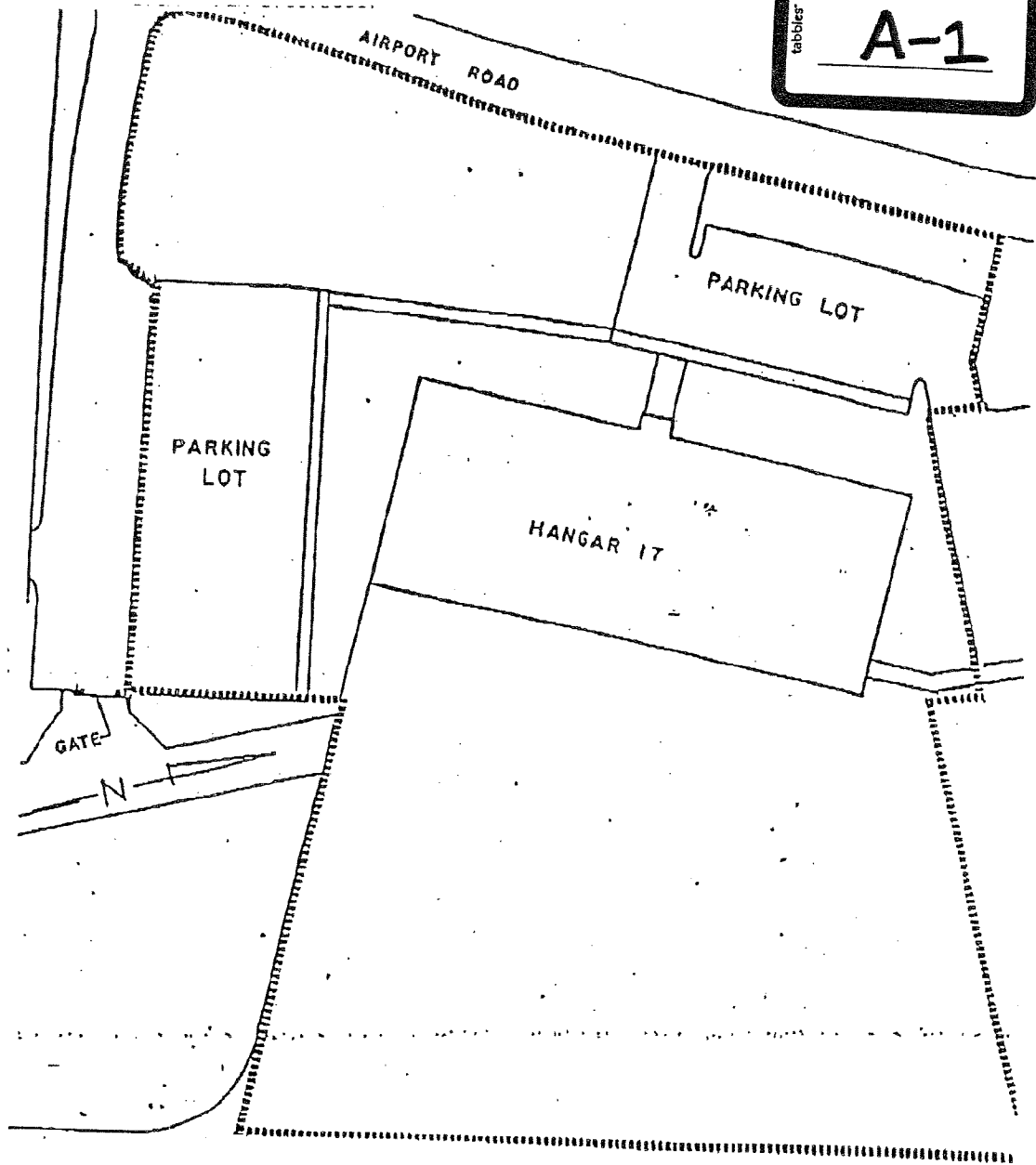
By:  Date: July 28, 2010
Printed Name: Brian Burris
Title: Secretary & General Counsel

The Wichita Airport Authority of the City of Wichita, Kansas, hereby consents to the sublease of the Leased Premises by the LESSOR to the LESSEE.

Wichita Airport Authority
("Airport Authority")

By: _____ Date: _____
Printed Name: _____
Title: _____

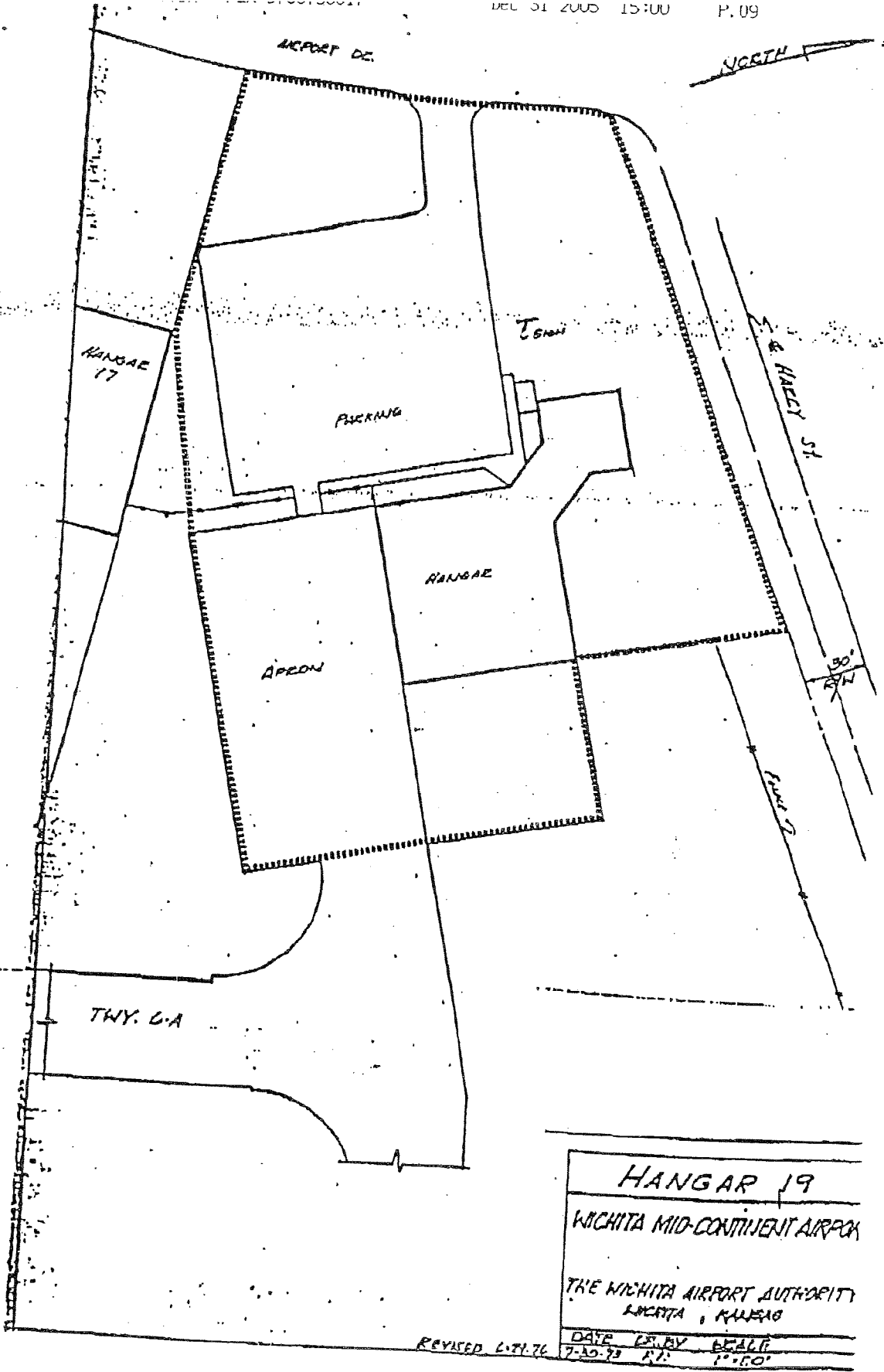
EXHIBIT
 tabbles
A-1



TAXIWAY 6-A

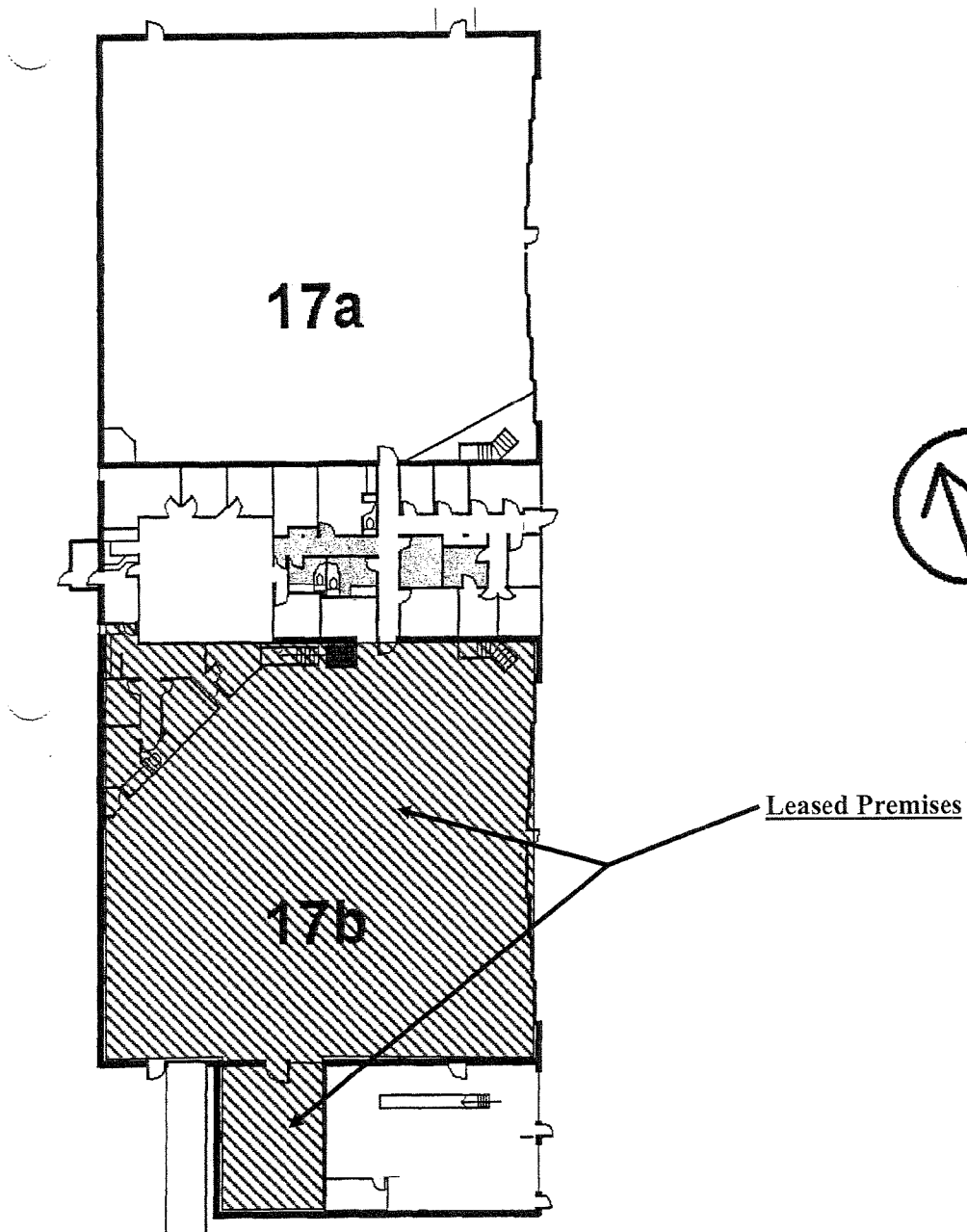
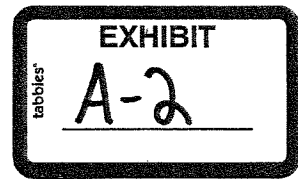
LEASE LINE

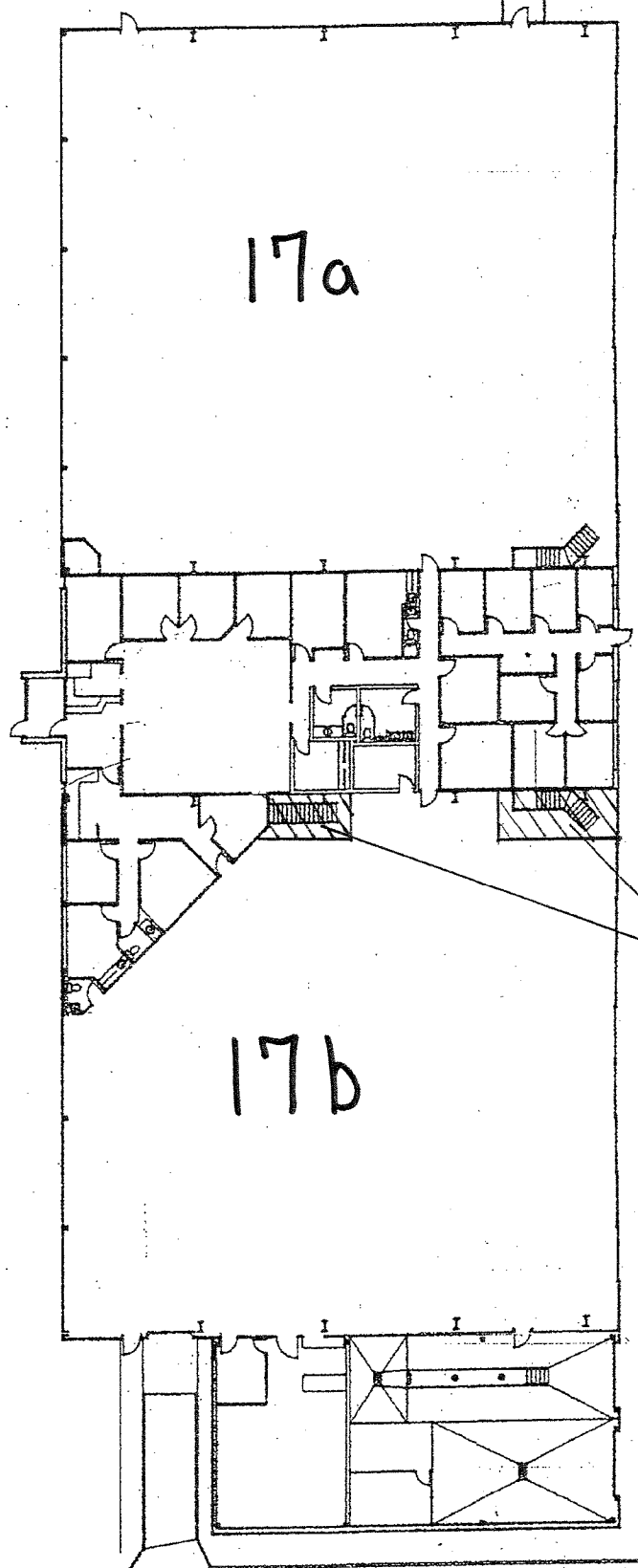
WICHITA MID-CONTINENT AIRPORT
 THE WICHITA AIRPORT AUTHORITY
 WICHITA, KANSAS
 DATE DRAWN 1-18-43
 SCALE 25' = 1" D.L.



HANGAR 19		
WICHITA MID-CONTINENT AIRPORT		
THE WICHITA AIRPORT AUTHORITY		
WICHITA, KANSAS		
DATE	BY	SCALE
7-20-73	P.J.	1"=60'

REVISED 2-11-76





**City of Wichita
City Council Meeting
February 15, 2011**

TO: Wichita Airport Authority

SUBJECT: Airparts Company – S. A. No. 15

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: The Wichita Airport Authority (WAA) has an agreement with Airparts Company (Airparts) for the lease of an office/-warehouse facility located at 1991 Airport Road on Wichita Mid-Continent Airport. Airparts has occupied the space since January 1, 1996. Airparts is desirous of extending its current agreement for one additional year through December 31, 2011.

Analysis: Airparts occupies 2,504 square feet of the subject building, which has a total area of approximately 12,135 square feet. Rockwell Collins occupies the remainder of the facility.

Financial Considerations: Annual revenue to the Airport for use of the 2,504 sq. ft. will be \$15,585. The calculation of this amount includes a land rental rate increase to \$.3388 per square foot. The new rate is consistent with the WAA's published land rental rate schedule. The facility rent will remain the same at the rate of \$4.57 per square foot.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through maintaining agreements which allow Mid-Continent's business partners to continue their operations, which in turn, generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 15.

SUPPLEMENTAL AGREEMENT NO. 15

By and Between

THE WICHITA AIRPORT AUTHORITY

and

AIRPARTS COMPANY, INC.

Facility Rental – 1991 Airport Road
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 15, dated February 15, 2011, is made between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, the (LESSOR); and AIRPARTS COMPANY, INC., the (LESSEE).

The parties previously entered into an Agreement dated December 18, 1995 for use of the facility located at 1991 Airport Road for aviation-related purposes in connection with its business of distribution and retailing of aircraft parts;

That original agreement has been modified by Supplement Agreement Nos. 1 through 14, with the most recent supplement dated December 22, 2009; and

The LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 15 to adjust the rental amounts and extend the Agreement for one year.

In consideration of these covenants and agreements, the parties hereto agree to the following modifications to the original agreement, as previously supplemented:

1.

Term. The term of this extension shall be for a one-year period from January 1, 2011 through December 31, 2011.

2.

Rental. Facility rental during the term of this Supplemental Agreement shall be \$11,460.38 per year, for a monthly rental of \$955.03.

In addition to paying the foregoing facility rental, LESSEE agrees to pay land rental for the leased premises, containing approximately 12,175 square feet. Basic land rental during the term of this Supplemental Agreement shall be \$4,124.89 per year, for a monthly rental amount of \$343.74.

3.

Other Terms. It is understood and agreed that except as modified herein all other terms and conditions of the original Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

AIRPARTS COMPANY, INC.

By *Emily B. Golvon*
Title *Corp. Sec.*

By _____
Title _____
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL FEBRUARY 15, 2011**

- a. Lateral 5, Main 2 NWI Sewer to serve Pearson Commercial Addition (east of Maize, north of 29th Street North) (468-84688/744316/480008) Traffic to be maintained using flagpersons and barricades. (District V) - \$147,000.00
- b. 2011 Contract Maintenance Asphalt & Concrete Preparatory Work & Repairs (north of 71st Street South, east of 167th Street West) (472-84961/132724/620570/133116/132724/661686/133116) Traffic to be maintained using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$487,200.00
- c. Heartland Preparedness Center Paving and Drainage Improvements (east of I-135, north of 27th Street North) (472-84898/792529/435450) See Special Provisions. (District I) - \$2,057,837.00
- d. Water Distribution System to serve The Woods Addition (east of 151st Street East, north of Maple) (448-90164/735457/470130) Does not affect existing traffic. (District V) - \$33,660.00
- e. 2010 Sanitary Sewer Rehabilitation, Phase B (various locations south of 13th Street North, east of Meridian) (468-84724/620569/660685) Traffic to be maintained using flagpersons and barricades. (District I,III,IV,VI) - \$270,000.00
- f. Sanitary Sewer Reconstruction at 47th Street South and Santa Fe (468-84727/620549/669667) Traffic to be maintained using flagpersons and barricades. (District III) - \$105,000.00

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Arenacross)
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Arenacross March 4, 2011 7:00 am – March 7, 2011 2:00 am

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during the entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena World Wrestling Entertainment (WWE) (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

WWE March 12, 2011 7:00 am – March 13, 2011 2:00 am

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during the entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Women’s National Collegiate Athletic Association (NCAA Tournament) (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Women’s NCAA Tournament March 18, 2011 7:00 am – March 23, 2011 2:00 am

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during the entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special events.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Agreement for Professional Services for Pressure and Chlorine Booster Station - Rural Water District No. 1 (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The City has provided wholesale potable water to Rural Water District No. 1 (RWD1) since 1969. On October 20, 2009, the City Council approved a new Wholesale Water Sales Agreement with RWD1 and a resolution to initiate this Capital Improvement Program (CIP) project. On December 15, 2009, the City Council authorized staff to proceed with a project to construct a pressure and chlorine booster station to serve Rural Water District No. 1 with the cost shared equally by the City and RWD 1.

Analysis: RWD1 has a service area that abuts the Wichita corporate limits and municipal growth area in the northeast part of the City. Because RWD1 is connected at the outer limits of the City's distribution system, RWD1 may experience lower than desired water pressure and chlorine levels throughout the system. For RWD1's customers to receive more reliable service and properly disinfected water, the City will construct a chlorine and pressure booster station at a location to be determined by RWD1.

A Request for Proposals for engineering services was issued on June 18, 2010. Responses were received from four firms, MKEC, PEC, Burns & McDonnell and Shafer, Kline and Warren. On August 26, 2010, The Staff Screening and Selection Committee heard presentations from MKEC and PEC. Both firms have had prior experience on similar projects and both have the ability to complete the services required in the desired time frame. However, PEC's estimated fees were significantly lower than MKEC's. PEC was selected to be awarded the design contract.

Financial Considerations: Design and construction of the new pressure and chlorine booster station is estimated to be \$450,000 to \$500,000. RWD1 will repay its half of the cost through monthly payments over the life of the agreement. The estimated cost for engineering services for the design of the Pressure and Chlorine Booster Station is \$34,910. Funding for these services is available in the Capital Improvement Program in Project W-018.

Goal Impact: This project addresses the Efficient Infrastructure by providing reliable and secure utilities.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

DESIGN SERVICES

THIS AGREEMENT, made this _____ day of _____, 2010, by
and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
, party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**PRESSURE AND CHLORINE BOOSTER STATION
TO SERVE SEDGWICK COUNTY RURAL WATER DISTRICT NUMBER ONE**

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing a Pressure and Chlorine Booster Station to serve Sedgwick County Rural Water District Number One (SG RWD #1) and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To schedule and attend meetings with the City, SG RWD #1 and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

\$34,910

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.
 If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, PE
Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, PA

Michael D. Kelsey
Michael D. Kelsey, P.E.
Principal

ATTEST:

D. Lynn Moore
D. Lynn Moore, PE
Project Manager

EXHIBIT "A"

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on

plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with affected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. The Consultant shall be available during the permit review process to provide any additional clarification necessary to the permitting agencies.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the Pressure and Chlorine Booster Station to serve Sedgwick County Rural Water District Number One (SG RWD #1) improvements by May 31, 2011.
(Project No. ~~FP030046~~ 759018)
15. Coordinate with RWD No.1 to determine appropriate site for booster station. (The engineering consultant for RWD No. 1 will assist with computer hydraulic analysis and historical chlorine residual readings.)
16. Determine appropriate size and type of pump and chlorine booster needed and required electrical controls.
17. Design building (s) and all necessary appurtenances including but not limited to, valves, piping, electrical, HVAC, security fencing and exterior lighting.
18. Assure that the design for all facilities meets all appropriate environmental standards.
19. Prepare the operating and maintenance guidelines for optimal performance of the proposed system.
20. Conduct appropriate design review meetings with city staff and Rural Water District personnel.
21. Conduct one pre-bid meeting, prepare an Engineer's Estimate for the construction contract, review bids, and recommend award to lowest best bid.

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11"x17" plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for improvements in the Historic Midtown Neighborhood (between Murdock, Santa Fe, 18th Street North and the Little Arkansas River) (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement and design project.

Background: The Capital Improvement Program (CIP) includes funding for development of concept plans for transportation and streetscape improvements in the Historic Midtown Neighborhood. A Request for Proposals to prepare project design concepts was issued on August 4, 2010, with responses received from seven consultants. On October 5, 2010, the Staff Screening and Selection Committee interviewed four consultants (Design Workshop, Gould Evans, MKEC Engineering Consultants, and Professional Engineering Consultants). The Staff Screening and Selection Committee recommended Design Workshop based upon their specific approach to the project and previous experience with similar projects.

Analysis: Design Workshop will develop concepts which incorporate the character of the neighborhood into improvements that will enhance traffic and bicycle/pedestrian safety, as well as streetscaping and aesthetic improvements. Elements will include bus shelters, planters, historic light fixtures, wayfinding signage, and traffic calming measures and parking improvements.

Financial Considerations: The design budget in the CIP is \$200,000 with the total paid by General Obligation bonds. In addition, Federal funds administered by Wichita Transit in the amount of \$15,000 are available for a total budget of \$215,000.

Goal Impact: This project addresses the Core Area and Neighborhood goal by providing multiple improvements in a historic neighborhood.

Legal Considerations: The authorizing resolution and agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the design project, approve the agreement, adopt the resolution and authorize the necessary signatures.

Attachments: CIP sheet, resolution and agreement.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USK

To Initiate Project

☒

To Revise Project

1. Prepare in triplicate

2. Send original & 2 copies to budget

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department

6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works & Utilities	Eng & Arch	1/24/2011	Midtown Neighborhood Improvements	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
		2011		
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised		
12. Project Cost Estimate				
ITEM	CO	SA	Transit	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalks				
Water				
Neighborhood Improvements	\$200,000		\$15,000	\$215,000
Totals	\$200,000		\$15,000	\$215,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the project and adopt the resolution				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

First Published in the Wichita Eagle on February 18, 2011

RESOLUTION NO. 11-026

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO DESIGN IMPROVEMENTS IN THE **MIDTOWN NEIGHBORHOOD (BOUNDED BY MURDOCK, SANTA FE, 18TH STREET NORTH AND THE LITTLE ARKANSAS RIVER (472-84953).**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

The design of neighborhood improvements, including bus shelters, wayfinding signage, street light fixtures and parking improvements.

SECTION 2. The cost of the design of the above described improvements is estimated to be **Two Hundred Fifteen Thousand Dollars (\$215,000)** exclusive of the cost of interest on borrowed money. To the extent the cost of such improvements is not paid by Federal Grants, administered by the Wichita Transit Department, the City of Wichita, Kansas is authorized to issue general obligation bonds to pay such costs under the authority of City of Wichita Charter Ordinance No. 156 up to a maximum of \$215,000, exclusive of the cost of interest on borrowed money.

SECTION 3. That the advisability of said improvements is established and authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4. That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 15th day of February, 2011.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF, DIRECTOR OF LAW

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

DESIGN WORKSHOP, INC.

for

TRANSPORTATION & STREETScape IMPROVEMENTS FOR THE
HISTORIC MIDTOWN NEIGHBORHOOD

THIS AGREEMENT, made this _____ day of _____,
2011, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and
DESIGN WORKSHOP, INC., party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**TRANSPORTATION & STREETScape IMPROVEMENTS FOR THE
HISTORIC MIDTOWN NEIGHBORHOOD**

(Project No. 472 84953)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall furnish professional services as required for designing transportation and streetscape improvements for the Historic Midtown Neighborhood and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE CONSULTANT AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONSULTANT, its agents, servants, employees, subcontractors, or others for whom the CONSULTANT is legally liable occurring in the performance of its services under this agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONSULTANT and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action

Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by CONSULTANT within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the CONSULTANT.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the CONSULTANT under this agreement. CONSULTANT further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by CONSULTANT, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages resulting from the negligent acts of the CONSULTANT, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$100,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CONSULTANT agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The CONSULTANT shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the CONSULTANT. Confidential materials so furnished will be kept confidential by the CONSULTANT.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the CONSULTANT, except as specified in Exhibit A.
- C. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for CONSULTANT'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the CONSULTANT, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the CONSULTANT of any changes in the person(s) designated Project Manager. Written notification shall be provided to the CONSULTANT for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by CONSULTANT in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the CONSULTANT for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84953

\$212,525.00

During the progress of work covered by this agreement, partial payments may be made to the CONSULTANT at intervals of one calendar month. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work. Billings submitted during the progress of the work will be paid on the basis of satisfactory completion of major project tasks.

Accumulated partial payments for the PROJECT shall not exceed eighty-five percent (85%) of the total fees for services prior to satisfactory completion of all work required by this agreement

- B. When requested by the CITY, the CONSULTANT will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the CONSULTANT'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold CONSULTANT harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the CONSULTANT under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the CONSULTANT shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this agreement, that it is not intended by any of the provisions of any part of this agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for damages pursuant to the terms or provisions of this agreement.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

DESIGN WORKSHOP, INC.

(Name & Title)

ATTEST:

Proposal for Transportation and Streetscape Plan for
The Historic Midtown Neighborhood
City of Wichita, Kansas
Design Workshop, Inc.
November 8, 2010

**MIDTOWN WICHITA
PROJECT SCOPE AND FEE
DESIGN WORKSHOP, INC.**

Task 1 – Project Initiation

Task 1.1: Project Management

The work plan assumes that the City will work with Design Workshop to establish a Steering Committee to guide the project on a weekly basis. We anticipate this group may include the consultant team; City staff (including Wichita's ADA coordinator, park department arborist, representative from Wichita Fire Department, representative from Wichita Police Department, and members of the City staff focused on drainage issues, street lighting, streets and traffic, and parks); representatives from Wichita Transit; and representatives from the neighborhood, the business community and other stakeholders. We may also wish to engage a representative from Botanica (The Wichita Gardens) to discuss plant selections for the streetscape recommendations for Midtown as the project progresses.

We propose a regular communication strategy to maximize the value of everyone's time. While the project team will meet more formally at certain times, weekly update conference calls involving Design Workshop and the Steering Committee will help the team address issues as they arise. In addition, we will communicate with the Steering Committee on a regular basis via phone calls and emails.

The weekly calls will include the Project Manager and/or Principal in Charge from Design Workshop and representatives from the Steering Committee. These calls will focus on the "big picture" objectives of the project in a given week. We will report on work performed in the previous week and objectives for the coming week. The Steering Committee will provide guidance regarding work already in progress and upcoming work.

In addition, we will likely convene occasional conference calls with a Technical Committee from the City and other agencies to review design ideas for streetscape, lighting and other aspects of the plan and to provide feedback to the team as the project continues.

We will provide content for a subset of the City's website dedicated to the Midtown project and will establish a FTP website to communicate and share files with City staff and with the Steering and Technical Committees. In addition, Design workshop will provide content for and monitor Facebook and Twitter accounts dedicated to the Midtown effort in

order to increase the use of social media and to reach out to a wider spectrum of the population in the area, including high school students and young adults.

Deliverable:

- Agendas and minutes for each meeting with the Steering Committee and the Technical Committee, circulated to team members
- Content for and monitoring of Facebook and Twitter account for the Midtown project. The Design Workshop team will provide updated content for these accounts as the project continues. At the conclusion of the project, Design Workshop will transition control and ownership of the Facebook and Twitter accounts to the City of Wichita.
- FTP website, for use during the Midtown project.

Task 1.2: Project Kick-off Meeting

We will meet with the Steering Committee via conference call to finalize the schedule for the project as well as goals and expectations for the effort and metrics for success. We will identify critical success factors and goals the City wants to achieve. We will also finalize plans for meetings or workshops and additional elements of the community participation strategy.

Deliverables:

- Project schedule, team directory and work plan
- Memorandum outlining the goals and critical success factors for the project
- Memorandum outlining the anticipated metrics that will define success for the project
- Memorandum outlining the anticipated stakeholder involvement process
- Meeting minutes from the kick-off meeting

Task 2 – Evaluation of Existing Conditions

Task 2.1: Document Review & Data Collection

We will review and summarize all necessary existing planning and design documents in order to understand potential opportunities and constraints for the study area and how previous studies relate to the desire to create an improved streetscape and transportation plan for the Midtown neighborhood. Applicable documents may include the City's Comprehensive Plan and the previously completed Midtown neighborhood plan. They may also include any previous plans or studies addressing potential reconfigurations of one-way streets in the area, city-wide bicycle plans, and transit plans for Midtown and surrounding areas of Wichita. The team will review any existing planning and design documents from the City related to lighting design for the Midtown neighborhood (as well as nearby districts such as Downtown and NoMar). We will also conduct our document review and data collection in parallel and in cooperation with current stormwater planning efforts underway in the Midtown area in order to maximize efficiency and share knowledge across projects within the City.

Deliverables:

- Summary memorandum of documents reviewed that outlines key recommendations, including ideas for streetscape and related improvements, that will guide the Midtown project

Task 2.2: Existing Physical Conditions Analysis and Base Map Preparation

We will perform an existing conditions analysis and will include the following information:

- Existing land-use patterns
- Performing and underperforming uses in the neighborhood
- The condition of existing transportation infrastructure for all travel modes (including bike lanes and sidewalks)
- Circulation and access (pedestrian, bicycle and vehicle)
- Evaluation of existing parking conditions along the corridor
- Existing Transit Ridership, Transit Stops and related Transit Facilities
- Existing and planned places of worship in the area (since they have significant demands for parking at peak periods and affect circulation patterns in the area)

- Existing and planned schools and educational facilities (since schools have significant impacts on parking and circulation and face a range of particular safety requirements)
- Parks, public uses and open spaces; historic cultural resources
- Easements, setbacks, right of ways
- Existing stormwater and environmental issues or sensitive areas
- Existing signage and wayfinding resources in the neighborhood
- Existing streetscape amenities (including benches, public art, and ADA accommodations)
- Existing lighting facilities and infrastructure
- Future land uses and zoning (per the current planning documents)
- Native building types, architectural heritage and public space precedents
- Topographic patterns and slopes; drainage and hydrology
- Important site amenities and public spaces, and view and scenic opportunities
- Access to utilities and infrastructure

Traffic Study: The consultant team will conduct traffic count and speed studies for a total of two (2) intersections within the Midtown neighborhood in order to inform the overall planning study.

Assumptions of City-provided Information:

This proposal assumes that the City of Wichita will provide the following data for major streets within the Midtown neighborhood:

- Right of way base data
- Easement data
- Existing information gathered concerning existing levels of service (LOS)
- Current conditions and performance of traffic and pedestrian signals and signal spacing
- Utility information (including locations of wet and dry utilities)
- Any existing diagrams or street sections on file for various streets throughout Midtown

Deliverables:

We will assemble base maps for work sessions and meetings. The maps will include:

- Transportation facilities map, with right-of-way, lane widths and facilities for non-motorized travel. We will create sections of each street and right of way in the area in order to consider future improvements.
- Existing zoning and land use maps
- Inventory and analysis drawings of existing pedestrian facilities (such as sidewalks and wheelchair ramps)

Task 2.3: Review of Existing Parking

We will conduct an analysis of existing parking facilities and existing parking lot utilization (in particular for retail or public uses) in the Midtown area. This process will help the community understand areas within Midtown that require additional parking and areas that may have an excess of parking. This scope of work assumes that the consultant team will calculate parking utilization based upon aerial photos of the Midtown area (rather than an on-site count of parking spaces and utilization).

Deliverable:

- Summary memorandum outlining existing parking infrastructure and parking utilization in the Midtown area.

Task 2.4: Review of Existing Infrastructure

We will conduct an inventory of existing utility and stormwater infrastructure in the Midtown study area, including access points. We will document any constraints that would impede future redevelopment or future streetscape improvements.

Deliverable:

- Summary memorandum outlining existing infrastructure systems, including capacities and the feasibility of modifying infrastructure systems.

Task 2.5: Identity and Wayfinding Analysis

The Design Workshop team will conduct an evaluation of the existing private and public signage standards and programs within the Midtown study area and at entries into the Midtown district (for example, at the Arkansas River, from I-135, and from Downtown Wichita) and will prepare an analysis of the existing provisions for wayfinding in the Midtown area. We will base our analysis on overall goals for the project of reducing visual clutter, enhancing wayfinding and creating a unified theme for the Midtown district.

Deliverables:

The following items will be included in a Signage Evaluation and Report for the Midtown neighborhood:

- A comprehensive inventory and analysis photo survey of existing conditions for public and private signage in the Midtown study area
- Evaluation of “what works” versus “what doesn’t work” in Midtown currently with regard to signage and wayfinding
- Initial recommendations for signage that should remain within the Midtown study area
- Initial recommendations for signage that should be consolidated, replaced, and/or upgraded
- Evaluation of existing sign ordinance for the Midtown neighborhood and initial recommendations for upgrading or revising of these standards
- Compilation of existing conditions analysis and recommendations into an evaluation report document.

Assumptions of Consultant team travel for Evaluation of Existing Conditions (Task 2):

- One-day trip to Wichita for two people from Clanton Associates of Boulder, CO to gain familiarity from the project context and photo document existing conditions of lighting equipment and associated infrastructure.
- One day trip to Wichita for the signage and wayfinding expert from Design Workshop in Denver, CO (one person) to gain familiarity with the project context and photo document existing conditions of signage and wayfinding in the Midtown district.

Task 3 – Visioning Sessions and Open Houses with the Local Community

Initial Visioning Sessions with local stakeholder groups and the general public will allow our team to capture the vision the community has for the area. We will conduct a series of facilitated one-to-two-hour visioning sessions with particular stakeholder groups (by invitation) and then conduct public open houses in the evenings to gain initial feedback concerning the key goals for the design and planning effort, key issues to address and initial ideas for streetscape and transportation improvements. We anticipate that the visioning sessions may be organized as follows:

- Neighborhood group representatives
- Property and business owners, including business associations in the area
- Officials from various agencies (local transit agency, fire and police department, utilities, local school district, and local and state transportation departments)

We will identify the stakeholders' fears and concerns as well as their suggestions for uses and/or improvements. We will provide examples for particular streetscape design types so that participants can understand the character of different development types and the effects they may have on the community. The public open house will use "keypad polling," in which participants choose answers to planning and design questions and then quickly obtain results of polling in order to make the process transparent and to provide an equal voice to all participants. In addition, we will provide the same survey questions in an online format to gain input from the general public following the session.

Assumptions: This proposal assumes that the Design Workshop team will conduct the initial stakeholder discussions and public meetings on consecutive days within the same week in order to maximize efficiency. This proposal assumes two vision sessions (on two separate evenings) and stakeholder discussions held on three to four weekdays. The consultant team will utilize any free time during these three to four days to conduct additional site analysis of the Midtown neighborhood.

Deliverables:

- Agendas and written summaries of stakeholder group discussions
- Agendas for vision sessions
- Presentation boards and informational sheets for the public open houses
- Summary of public comments received at visioning sessions and open houses
- Attendance list from public vision sessions and open houses
- Keypad polling questions and results from public open houses
- Keypad polling questions and results from online version

Proposal for Transportation and Streetscape Plan for
The Historic Midtown Neighborhood
City of Wichita, Kansas
Design Workshop, Inc.
November 8, 2010

Attendees from Consultant Team at Stakeholder Meetings and Public Open Houses:

- Design Workshop (Principal, Project Manager, Designer)
- LSC Transportation Consultants, Inc. (Principal)
- Baughman Company (1 representative)

Task 4: Creation and Presentation of Plan Alternatives

Task 4.1: Alternatives Development, Screening, Evaluation and Selection

The Design Workshop team will use the four essential drivers of a 'quadruple bottom line' (Economics, Environment, Community and Aesthetics) to create alternative concepts for the Midtown neighborhood that achieve the goal of creating a sustainable and financially achievable transportation and streetscape plan. Good design involves utilizing an underlying framework to evaluate and select potential alternatives. Therefore, our team will use a series of design "metrics" addressing the planning frameworks of Environment, Economics, Community and Aesthetics to create and evaluate potential design alternatives for the project. The consultant team believes that measuring the success of planning and design for the Midtown plan will achieve the goals and vision articulated by the local community. It will also help the City in replicating the success of the Midtown project to other areas of the City. In order to leverage the potential of the metrics analysis, the Design Workshop team will gather data and establish the baseline condition for the study area in order to monitor its evolution over time. The following describes key areas of analysis for the Midtown neighborhood for each of the planning frameworks:

Economics: The consultant team will apply cost criteria to the design alternatives for street and streetscape design. We will use maintenance and operating assumptions provided by the City and supplemented by input from the consultant team. These criteria will address not only the monetary cost of construction and maintenance over time, but will also consider the potential cost to the community of *not* implementing a given alternative. In other words, we will answer the question "can we afford not to build this design?" by considering the cost to the community of the existing condition in terms of delays to pedestrians, inefficiencies in providing transit and levels of service provided for pedestrian movement (in addition to the level of service for vehicular traffic).

We will also evaluate alternative concepts in terms of their financial feasibility and the potential financial return on investment to the public sector. We will then weigh these financial metrics against potential social costs resulting from the implementation of the alternative concepts.

Environment: We will incorporate the latest thinking in sustainable design in creating streetscape alternatives. We will incorporate innovations in Low Impact Design to help reduce the heat-island effect, improve air quality, reduce noise, enhance stormwater quality, reduce accident rates and increase the pedestrian activity of the street. Since flooding is an issue in Midtown, we will evaluate the alternative street designs in terms of potential savings resulting from innovative stormwater techniques and in terms of water conservation and water-quality metrics. For example, the project may establish goals tied

to the impervious cover of surfaces in the Midtown neighborhood or the quantity of runoff leaving the Midtown area into area drainage ways and streams such as the Little Arkansas River. This project may provide an opportunity to demonstrate some of the ideas and techniques presented in the City's draft stormwater ordinance.

Community: The Design Workshop team will evaluate the design alternatives for streetscape design in terms of how they foster a greater sense of community and promote the development of additional community amenities in the area. Complete streets serve as important public spaces and common ground for local communities where greater social interaction can result in safer districts, better retail sales and greater community cohesion. We will evaluate design alternatives in terms of how they enhance public space and create improved environments for community events and activities. We will examine ideas to provide Safe Routes to schools and to improve circulation, traffic and safety for neighborhood institutions such as schools and churches. In particular we will explore how the Midtown plan can help to identify and promote the creation of distinct gateways to the neighborhood from other parts of the City and from major transportation corridors, such as I-135. In addition, we will document current and historical crime rate statistics for the neighborhood (provided by the City of Wichita) in order to measure the impact of the recommended streetscape improvements (in terms of providing "additional eyes on the street") on the neighborhood's crime rate over time. We will utilize the latest Crime Prevention through Environmental Design (CPTED) techniques as part of the design process.

Aesthetics: Complete streets improve the aesthetic appearance of local communities, physically embody the brand of a district and serve as platforms for the display of public art and for artistic expression. The consultant team will evaluate design alternatives in terms of how they provide for improved aesthetic values in the Midtown neighborhood and enhance public art offerings. The Midtown area boasts impressive tree cover and the plan will outline how to preserve and enhance this important aesthetic resource. The various streetscape ideas, coupled with ideas for signage and wayfinding, should help create or reinforce a sense of identity in the Midtown neighborhood. The plan will also look for opportunities to provide for historical preservation and articulate the unique visual character of the district.

Deliverable:

- Spreadsheets, diagrams, and memorandums documenting the metrics employed in the four planning frameworks outlined above in creating alternative design concepts for the Midtown neighborhood.

Task 4.2: Design Refinement: Traffic, Safety and Access Issues

Our team will research design elements related to all modes of transportation for the study area and will develop designs that maximize safety and access for pedestrians, bicyclists and drivers. The team recognizes that the street design should balance safety with efficient movement of all modes of transit but will emphasize that safety considerations should favor the most vulnerable user in a given location. In terms of pedestrian activity, the consultant team will refine designs for streets in Midtown both in terms of comfort and safety for individuals walking at street level and also in terms of creating an improved pedestrian environment that would stimulate retail activity along streets. In particular, we will focus on safety issues around the many schools in Midtown such as Horace Mann School and Irving Elementary. Improved environments for pedestrians along street corridors would help to stimulate retail activity and overall commerce. We will examine access management issues that affect the retail viability of businesses along certain thoroughfares. We will balance the need to provide access to local businesses and residents with the need to provide efficient movement of cars, trucks and people on the streets.

Task 4.3: Bus Stop Design (included in a Separate Fee)

The Design Workshop team will provide two to three alternative conceptual designs for a prototypical bus shelter that will be used in the Midtown neighborhood. This design will help to establish a distinct identity for transit facilities serving the Midtown neighborhood specifically. This design will address ground plane configuration issues surrounding bus shelter locations in the Midtown neighborhood.

Task 4.4: Design Refinement: Community Integration, Land Use and Development Issues

Truly great streets involve more than aesthetic streetscape design and the creation of attractive environments for users. The surrounding land uses and the communities using the street must maintain economic vibrancy and sustainability to support the viability of the street over time. Therefore, the DW team will carefully consider community integration, land use and development issues in designing and implementing streetscape plans for the Midtown neighborhood. We will work to produce recommendations that are feasible in the local market and will strengthen the economy of the neighborhood.

Task 4.5: Public Open Houses to Present Plan Alternatives

Within six to eight weeks following the initial visioning session with the public, the Design Workshop team will conduct follow-up public open houses (total of two sessions over two

nights) to present the two or three general alternative concepts for the Midtown area that address the key components for the project, including:

Traffic Calming: We will identify potential traffic-calming strategies to address areas or particular streets within the neighborhood that require traffic calming. Potential traffic-calming strategies may include restriping of the right of way to provide additional parking or narrow travel lanes, signage to reinforce speed limits, exploration of the idea of converting existing one-way streets into two-way streets, the narrowing of certain street sections as part of a road diet, the construction of bulbouts to calm traffic and encourage walkability, streetscape amenities such as public art or additional street trees that would help to calm traffic, and potential adjustments to signalization in the area. We will likely explore using striping for sharrows (shared auto/bike lanes) to provide additional bike routes and any other potential strategies to improve bike safety and bike ridership in the Midtown neighborhood.

Traffic Signals: We will confirm existing and recommended locations for traffic signals within the Midtown neighborhood and will provide concepts for different alternatives in terms of traffic signal locations and timing in the area. This scope of work does not, however, include work associated with the completion of wiring plans and timing plans for traffic signals within the neighborhood.

Streetscaping: Drawing from public input at the visioning sessions and initial open houses, including feedback provided via keypad polling, we will outline streetscape strategies by street type for the Midtown neighborhood. For each street type, we will identify a suite of amenities to include in the eventual construction of improvements, such as benches, planters, pavers, kiosks, newsstands and areas for outdoor dining for restaurants. Streetscape alternatives will illustrate how various streets in the Midtown area will accommodate existing and future transit facilities, such as the current lines running along Waco, Broadway and East 17th. We will also outline potential alternatives for stormwater improvements in and near the Midtown neighborhood that align with the City's current efforts to develop a stormwater management plan for Midtown and the surrounding areas. We anticipate exploring ideas for porous pavement, rain gardens and other green stormwater technologies and reducing the impervious cover in the neighborhood in order to enhance overall environmental sustainability, to help to resolve flooding issues in this part of Wichita and to help resolve stormwater issues that affect the city overall.

Landscaping and Screening: The potential alternatives will identify general landscaping and screening concepts and ideas for various areas and for the different street types within the Midtown neighborhood. The alternatives will suggest different groups of street trees that would be acceptable for different streets within the district and ideas for landscaping including planters, shrubs and other plants. The recommendations for trees in Midtown

could form the basis for an overall urban forestry plan for this part of Wichita.

Pedestrian Safety and Connectivity: Based upon public input at the community visioning session concerning key areas requiring improvements for sidewalks and other pedestrian connections, the proposed alternatives will highlight different strategies for prioritization of filling gaps in the sidewalk network. The alternatives will also outline two or three alternatives for the design of sidewalk facilities in the Midtown area. The alternatives will outline potential locations for new or improved crosswalks within the Midtown area, and will address whether any additional crosswalk signalization is needed to provide for pedestrian safety and ADA accessibility.

Street Lighting: Based upon the team's initial analysis and investigation and upon input from the community at the initial visioning meeting, the consultant team will outline potential lighting strategies to fill key gaps in the lighting system around the Midtown neighborhood. We will also outline a few conceptual alternatives for future lighting improvements that would reflect the style and quality of light fixtures. The conceptual alternatives will depict different ideas for lighting in retail areas versus residential or school areas in Midtown. The lighting ideas will also outline how illumination in the neighborhood can improve while minimizing light pollution and thereby protecting the "night sky" for viewing. The alternatives will outline how lighting improvements can improve pedestrian safety in the area and prevent crime. Clanton Associates will develop a set of recommended lighting equipment "families" associated with the alternative concepts which fill any key gaps in the neighborhood lighting system and respond to concerns and input from the Steering Committee, stakeholders, and community members. Clanton will provide electronic files of proposed lighting equipment, layouts, and opinions of probable costs to support review of the alternatives by City staff, the Steering Committee, and the general public. A key question to address with the City staff is the willingness of the City to expand its inventory of lighting systems to accommodate new technologies that would reduce energy use and protect the night sky. We will discuss how the city could implement the potential transition to new lighting families and inventories on a phased, logical transition basis and how new lighting fixtures would fit appropriately with the styles and functionality of the fixtures traditionally used in the Midtown neighborhood and around the City.

Parking: Based upon community input at the initial visioning session, we will identify two or three potential conceptual alternatives for parking improvements and parking strategies in Midtown to address any existing parking shortages or any areas that have an excess of parking spaces. The plan may draw from public input, for example, to outline strategies to increase parking for residences that lack sufficient parking, but also to reduce excess parking along streets such as 13th Street or parts of Broadway. Potential ideas to address parking may include restriping of existing main streets in the neighborhood to provide

angled parking – and thus increase the number of parking spots–, the provision of municipal parking lots near retail areas, or the identification of key locations in the neighborhood that the City or other public bodies in the community (such as the school district) should target for future parking facilities to serve businesses, schools, other institutions and local residences. We will also explore whether the installation of pay parking facilities (including meters) at certain areas within the district, including retail corridors, would help to increase turnover of vehicles parking and therefore enhance the overall number of visitors visiting local retail and commercial establishments and businesses.

Placemaking, Signage and Wayfinding: Based upon initial community input, we will identify strategies to create an overall signage and wayfinding program that communicates a particular image or sense of place for Midtown and reflects the heritage and strength of the district. The program will highlight in signage and wayfinding the key amenities in the area such as local schools and particular business districts and connections to nearby points of interest in Wichita such as the Little Arkansas River, Downtown and Wichita State University. We will provide the public with various potential concepts and images for signage and wayfinding and will solicit feedback in order to formulate a final recommendation for the Midtown plan. We will include potential strategies for banners and other graphic devices to accommodate special events within the district.

Deliverables:

1. Agendas for public meetings to present alternative concepts
2. Presentation boards and informational sheets for the public meetings
3. Summary of public comments received at public meetings
4. Attendance list from public meetings
5. Keypad polling questions and results from public meetings
6. Keypad polling questions and results from online version

Attendees from Consultant Team at Public Open Houses:

- Design Workshop (Principal, Project Manager)
- Baughman (1 representative)

Task 5: Design Refinement and Presentation of Preferred Midtown Plan to the Community

Based upon continued feedback from the public, the Steering Committee and the Technical Committee at the open houses and other venues (including conference calls with the Steering Committee, for example), the Design Workshop team will refine the two or three alternative concepts in each subject area and develop a preferred plan for presentation at a final set of public meetings within six to eight weeks of the open house identified for Task 4. Our preparation and on-going design at this stage in the project will involve ongoing refinement and more detailed determination of potential costs for improvements and phasing strategies for the various streetscape and related improvements in Midtown.

Task 5.1: Design Refinement: Facility Engineering and Design

The details of design often determine the ultimate success of streetscape and corridor improvement projects. The Design Workshop team will ensure that the preferred conceptual designs are refined to a level of detail necessary to bring neighborhood improvements to fruition. Urban street design is a question of division, of parceling limited space. During the design process we will evaluate and refine the relationships between various elements of the streetscape (sidewalks, plantings, lighting, curbs, access points, storefronts and facades) to create a design package that will contain sufficient detail to guide engineers and construction entities in completing the project. This level of detail is necessary to ensure that the vision of the community carries through to the actual built design of the street.

For wayfinding and signage, the preferred plan will include an expanded and more complete hierarchy of recommended elements and features. This will include a detailed signage and wayfinding plan and elevations and sections to graphically illustrate scale, proportion, dimension materials, colors, textures, details, copy text, graphic treatments, and lighting.

Task 5.2: Analysis of Capital, Operating, Maintenance and Life-Cycle Costs

As the team develops recommendations for the preferred plan for Midtown, we will address and explore implementation issues. This process will involve considering the long-term financial implications of the consultant team's design recommendations and how they will affect the City, businesses and local residents. Our team will work together to develop likely budgets for capital costs for various project components (including traffic calming, streetscaping, landscaping, pedestrian safety, street lighting and parking) depending on the potential phasing of individual portions of the work. We will develop general outlines for operating budgets that account for maintenance and replacement costs over time and will

consider the life cycles of streetscape components such as pavers, public art, landscaping and other features.

Deliverables:

- Memorandums and spreadsheets (as needed) to present findings concerning capital, operating, maintenance and life-cycle costs for the preferred plan for Midtown

Task 5.3: Design Refinement: Bus Shelter Design (Separate Fee)

The Design Workshop team will ensure that the preferred conceptual designs for the prototype bus shelter for the Midtown neighborhood is refined to a level of detail necessary to bring the bus shelter improvements to fruition. During the design process we will evaluate and refine the relationships between various elements of the streetscape (sidewalks, plantings, lighting, curbs, access points, storefronts and facades) and the bus shelters to create a conceptual design package for the bus shelters that will contain sufficient detail to guide engineers and construction entities in completing bus shelter designs and construction throughout the neighborhood.

Task 5.4: Final Public Open Houses to Present Preferred Alternatives for Midtown Plan

The Design Workshop team will conduct a series of two public open houses (on two separate nights) with the Midtown community to present the preferred concepts for the Midtown area addressing the various key categories of improvements (traffic calming, streetscaping, landscaping, pedestrian safety, street lighting and parking). We will again present keypad polling questions (and online versions of these questions) to the public to gain input concerning the preferred alternative. The questions will also address implementation questions (including phasing, how to pay for the improvements and related topics) in order to provide feedback to guide neighborhood and City leaders going forward.

Deliverables:

1. Agendas for public meetings to present preferred concept
2. Presentation boards and informational sheets for the public meetings
3. Summary of public comments received at public meetings
4. Attendance list from public meetings
5. Keypad polling questions and results from public meetings
6. Keypad polling questions and results from online version

Attendees from Consultant Team:

- Design Workshop (Principal, Project Manager)
- Baughman (1 representative)

Task 6: Final Streetscape Plan Document

Based upon final feedback from the public at the open houses presenting the preferred concepts for the Midtown neighborhood as well as feedback from the Steering Committee and the Technical Committee, Design Workshop will finalize its recommendations in a summary document for use by the City of Wichita and the community at large.

Deliverables:

The final document from the project will include the following:

- A description of the public-outreach and community-engagement process employed in developing the Midtown plan.
- A summary of the existing conditions in the Midtown area.
- Outline of conceptual alternatives, the preferred plan and the final plan for strategies addressing traffic calming, streetscaping, landscaping and screening, pedestrian safety and connectivity, street lighting and parking.
- Identification of streetscape themes, which include but are not limited to: sidewalks, lighting, signage, screening, street furniture and amenities, public art, landscaping, gateways and transitions, and intersection improvements. The final document will include street sections and plan views for each type of street in Midtown
- Signage Design Standards to include
 - Midtown District-specific Wayfinding Sign Standards, and updated or new design standards as required.
 - Standards for other Signature Identity Elements (Banners, District Markers, History Walk, etc.) and updated or new design standards as required.
- Preparation of electronic (ACAD) lighting layouts associated with the final streetscape plan
- Electronic "book" of manufacturer's cutsheets for proposed lighting equipment.
- Provision of opinion of probable cost associated with lighting design.
- The plan's integration into the Wichita transit system
- Maps, graphs and graphics that help to illustrate preliminary and final planning recommendations

- The relationship of potential streetscape improvements with improvements in adjacent areas of Wichita
- Recommendations of the phasing of streetscape improvements
- Cost estimates related to design, construction documents and streetscape installation
- Identification of possible streetscape funding sources for streetscape elements
- 20 bound copies and one un-bound copy of the final plan will be provided in 8.5 X 11" format along with a digital file in MS Word or another format acceptable to the City.
- Maps included in the bound report should be prepared in color at 11" X 17" (z-fold), and also in a digital format for record-keeping that will permit efficient maintenance and updating by the City.

Task 7: Final Conceptual Bus Shelter Design

We will provide a final conceptual design concept for the prototype bus shelter for the Midtown neighborhood. This design will include cost estimates related to design, construction documents and installation. A series of maps, graphics and graphs will help illustrate the final conceptual design recommendations for the Midtown district bus shelters.

ITEMS NOT INCLUDED IN THIS SCOPE

- Lighting: Not included in this scope of work is lighting design beyond conceptual design, electrical engineering or branch circuit design, LEED documentation, life cycle cost analysis, emergency and exit lighting, structural engineering, as-built documentation, mock-ups, coordination during bid phase, commissioning, equipment procurement, or additional trips or meetings.
- This scope of work does not include participation in meetings or hearings with the Wichita City Council or other government bodies necessary to gain formal adoption of the final Midtown plan.
- This scope of work does not include schematic design, design development, construction documentation, bidding and negotiation, construction administration or construction observations for particular projects included in the Midtown plan
- The scope of work does not include any public meetings beyond the meetings noted in this document.

CONDITIONS AND EXCLUSIONS

The Client shall provide the following information or services as required for performance of the work. Should DW be required to provide services in obtaining or coordinating compilation of this information we will do so on a time and materials basis.

In order to begin/complete the work described above, DW will require the following information:

1. Copies, if available, of any previously completed plans and studies prepared by consultants hired directly by the City (environmental remediation, civil engineering, drainage, geotechnical, transportation/traffic, architecture, vegetation /wildlife, etc.)

Proposal for Transportation and Streetscape Plan for
The Historic Midtown Neighborhood
City of Wichita, Kansas
Design Workshop, Inc.
November 8, 2010

PROPOSED SCHEDULE

The following outlines a potential schedule for the Midtown project. We anticipate that this schedule could change, depending on the timing of the contract process and input from the City staff and key stakeholders in the Midtown area.

Notice to Proceed / Kick-off Meeting	November 16, 2010
Data Gathering / Existing-Conditions Analysis	November 16 – December 5, 2010
Community Visioning Session	Week of December 6, 2010
Public Open House, Plan Alternatives	Week of January 24, 2011
Public Open House, Preferred Plan	Week of February 28, 2011
Completion of Final Recommendations and Documentation	Early April 2011

OVERALL FEES AND EXPENSES

The following includes all fees and expenses, with the exclusion of design of the bus shelter:

Task 1: Project Initiation	\$1,480
Task 2: Evaluation of Existing Conditions	\$45,975
Task 3: Visioning Sessions and Open House	\$35,760
Task 4: Creation and Presentation of Plan Alternatives	\$50,745
Task 5: Design Refinement, Presentation of Preferred Midtown Plan	\$34,070
Task 6: Final Streetscape Plan Document	\$8,800
LABOR	\$176,830
REIMBURSABLE TRAVELS	\$10,325
COPY / PRINTING (EST. 6% OF LABOR)	\$10,610
TOTAL INVESTMENT	\$197,765

The Design of the Bus Shelter (comprising Tasks 4.3 and 5.3, and Task 7) includes additional fees and expenses of **\$14,760**.

Note: Task 1 (Project Initiation) includes fees and expenses related to the kick-off meeting at the beginning of the project. Fees and expenses associated with project management and overall administration of the project during the course of the engagement (for the

Proposal for Transportation and Streetscape Plan for
The Historic Midtown Neighborhood
City of Wichita, Kansas
Design Workshop, Inc.
November 8, 2010

consulting team) are spread throughout all other tasks included in this scope of work proposal.

1. Reimbursable Expenses

Reimbursable expenses include but are not limited to, travel, photography, telephone charges, video conference charges, and printing expenses.

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be

canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
February 15, 2010

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for Construction Management Services at the ASR Field Maintenance Facility (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Approve the supplemental agreement.

Background: A part of the Aquifer Storage and Recovery (ASR) project is the construction of a field maintenance facility. On July 14, 2009, the City Council approved a contract with McCluggage Van Sickle & Perry Architects (MVP) for the preparation of construction plans and bidding services. In December, 2009, it was determined additional design services would be required. Additional design work included the incorporation of a storm shelter that will also serve to protect the plant server equipment and a geothermal design to heat and cool the entire facility. Construction management services are also required for the facility. A supplemental agreement with GLMV Architecture (formerly MVP) has been prepared for completion of the design and to provide construction administration services. The maintenance facility is planned to be constructed in 2011.

Analysis: The existing Bentley well field maintenance shop is located 9 miles from the new plant site and is not large enough to accommodate the completed ASR system. The new maintenance facility will be located at the ASR water treatment plant site currently under construction. The facility will provide space for equipment maintenance and offices to support the water treatment plant.

Financial Considerations: The reimbursement for additional design services is \$65,000. The cost for construction administration is not to exceed \$372,280. The supplement fee totals \$437,280. The funding source is the Water Utility.

Goal Impact: This project addresses the Efficient Infrastructure goal by increasing the City's water supply.

Legal Considerations: The supplemental agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental agreement

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL DESIGN SERVICES

BETWEEN

THE CITY OF WICHITA, KANSAS HEREINAFTER CALLED "CITY"

AND

GLMV ARCHITECTURE, INC., HEREINAFTER CALLED "DESIGNER"

FOR

CONSTRUCTION MANAGEMENT SERVICES, DESIGN SERVICES DURING CONSTRUCTION, AND ADDITIONAL DESIGN SERVICES, FOR THE WELL FIELD MAINTENANCE FACILITY AND SUPERVISOR'S RESIDENCE AS PART OF PHASE II OF THE ASR PROGRAM – ASSOCIATED WITH THE INTEGRATED LOCAL WATER SUPPLY PLAN IMPLEMENTATION

WITNESSETH:

WHEREAS, there now exists an agreement between the two parties covering design services for the Well Field Maintenance Facility and Supervisor's Residence to be provided by the ARCHITECT (also "Designer", "Engineer", "Construction Manager", and "Resident Project Representative") in conjunction with the implementation of the Integrated Local Water Supply Plan.

WHEREAS, Paragraph VI.C. of the above referenced Agreement provides that additional services not covered by the original scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the DESIGNER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

ARCHITECT shall perform Construction Management Services associated with the Well Field Maintenance Facility and Supervisor's Residence Project a component of the ASR Phase II Program, as described in Exhibit A. ARCHITECT shall provide Design Services during Construction of the Well Field Maintenance Facility and Supervisor's Residence Project, as described in Exhibit B. In addition, ARCHITECT shall provide Additional Services associated with the Well Field Maintenance Facility and Supervisor's Residence Project, as described in Exhibit C.

The estimated budgets for these services are summarized below and are provided in detail in Exhibit D.

1. Construction Management Services Associated with the WFMF & Supervisor's Residence	\$298,863
2. Design Services During Construction of the WFMF and Supervisor's Residence	\$73,417
3. Additional Design Services Associated with the WFMF & Supervisor's Residence	\$65,000
Total	\$437,280

B. PAYMENT PROVISIONS

Payment to the ARCHITECT for the performance of the services described by this supplemental agreement shall be in accordance with Section VI of the original Agreement, and shall not exceed the amount designated in this Supplemental Agreement.

C. PROJECT SCHEDULE

The project schedule for these services is summarized in Exhibit E.

D. PROJECT TEAM

The project team for these services is listed in Exhibit F.

E. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the existing Agreement, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the ARCHITECT have executed this Supplemental Agreement No. 1 as of this _____ day of _____ in the year 2010.

CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

APPROVED AS TO FORM

By: Gary Rebenstorf, 2 Bx22
Gary Rebenstorf, Director of Law

GLMV Architecture, Inc.

By: [Signature]
Title: VICE PRESIDENT



**ASR Phase II Well Field Maintenance Facility & Supervisor's Residence
Supplemental Agreement No. 1
City of Wichita, Kansas**

December 3, 2010

Preamble

The following modifications represent an amendment to the ASR Phase II Well Field Maintenance Facility & Supervisor's Residence, Construction Management Services Scope of Work for the City of Wichita, Kansas.

The CM shall not be responsible for, nor shall the CM control, the Contractor's means, methods, techniques, sequences, and procedures for constructing the Project. The CM's actions under this Agreement are a service of the CM, in its professional opinion and for the City's benefit. No action taken by the CM shall relieve the Contractor from its obligation to perform the work in strict conformance with the requirements of the Contract Documents and all applicable laws, rules, and regulations.

CM's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. CM does not guarantee the performance of the Contractor. CM's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the Construction Contract.

Section 1.6 Environmental Oversight – Substitute the following language for “CM shall be responsible for enforcing environmental compliance during construction.”

“CM shall take reasonable steps to verify that the construction is performed substantially in compliance with applicable environmental laws. CM shall not have any liability for any failure of Contractor or the subcontractors of any tier to comply with any environmental laws.”

Sections 1.11 Health and Safety and 1.12 Overall QA Procedures – Program Management – Change “determine” to “assess and report assessment to the City.”

Section 7.1 Determine Construction Methods and Safety – Insert the following at the end of the second paragraph.

“Whether or not CM so notifies Contractor, CM assumes no liability for any property damage, injury or death that might result from such safety violations.”

Section 7.2 Advise City of Claims – Insert at the end of the sentence: “of which CM has received notice.”



**ASR Phase II Well Field Maintenance Facility & Supervisor's Residence
Supplemental Agreement No. 1
City of Wichita, Kansas**

December 3, 2010

Table of Contents

Exhibit A – Scope of Services	1
Project Description.....	1
Task 1: Construction Management	2
Task 2: Construction Contract Administration	6
Task 3: Coordination with Design Services During Construction (SDC)	12
Task 4: Quality Assurance/Quality Control.....	14
Task 5: Testing and Inspections.....	16
Task 6: Construction Schedule	19
Task 7: Insurance and Safety	21
Task 8: Change Orders and Claims	22
Task 9: Surveying	25
Task 10: Temporary Facilities and Staging	26
Task 11: Equipment Testing, Training, and Startup	27
Task 12: Project Closeout.....	29
 Exhibit B – Scope of Services	 1
Task 1: Document Review	1
Task 2: Designer Field Services	3
Task 3: Non-Conformance by the Contractor.....	4
Task 4: Testing and Inspections.....	5
Task 5: Construction Change Orders.....	6
Task 6: Equipment Testing, Training, and Startup	7
Task 7: Development of Final Project Documents	8
 Exhibit C – Scope of Services	 1
Task 1: Services Provided by Designer for the City.....	1



Exhibit D Compensation.....	1
Exhibit D (continued) Compensation.....	2
Exhibit D (continued) Compensation.....	3
Exhibit E Schedule	4
Exhibit F List of Project Team Members.....	1



Exhibit A – Scope of Services

ASR Phase II Well Field Maintenance Facility & Supervisor's Residence Construction Management Services City of Wichita, Kansas

December 3, 2010

Exhibit A to Supplemental Agreement No. 1 between GLMV Architecture, Inc. (CM) and the City of Wichita, Kansas (City) for Construction Management Services for the ASR Phase II Well Field Maintenance Facility and Supervisor's Residence (Project).

The CM agrees to furnish the City services based on the following tasks:

- Task 1: Construction Management Activities
- Task 2: Construction Contract Administration
- Task 3: Coordination With Design Services During Construction
- Task 4: Quality Assurance/Quality Control
- Task 5: Testing and Inspections
- Task 6: Construction Schedule
- Task 7: Insurance and Safety
- Task 8: Change Orders and Claims
- Task 9: Surveying
- Task 10: Temporary Facilities and Staging
- Task 11: Equipment Testing, Training, and Startup
- Task 12: Project Close-out

The City's Construction Administration Manager (CAM) will be the CM's primary communication with the City. Wherever the Scope of Services provides for the City to give administrative direction or approvals, such references to the City will mean the Program Manager's CAM.

Project Description

GLMV Architecture, Inc. shall perform Construction Management Services associated with the Well Field Maintenance Facility and Supervisor's Residence Project a component of the ASR Phase II Program.



Task 1: Construction Management

Objectives

CM shall provide advice for the overall management and coordination of the project activities, associated with Bid Package K1, that are primarily the responsibility of the Program Manager.

1.1 Overall Management of the ASR Phase II Program

CM shall become familiar with the division of roles and responsibilities between the CM, Designer, Program Manager and City as described in the Project General and Supplementary Conditions and Design Drawings and Specifications hereafter called Contract Documents. CM shall support the Program Management team that is responsible for the overall Program Management of the ASR Phase II Program by providing project level leadership and coordination, supplying data, gathering and distributing information, and other pertinent activities that the Program Manager deems necessary. The estimated number of hours for CM depends upon the level of support required by the City to effectively coordinate and integrate the Project.

1.1.1 Management Information System – ASR Program Central

The CM shall become familiar with the existing Program Management Microsoft SharePoint® site (ASR Program Central) in order to provide for effective communication between the City, CM, Designer, Contractors, and other parties involved with the Project. The CM shall become familiar with the type of information contained in ASR Program Central for reporting; reporting format(s), and the desired frequency for distribution of various reports. The CM shall use ASR Program Central when performing its services under this Agreement. CM shall provide at their own expense Microsoft InfoPath® 2007 software for all CM staff that will use ASR Program Central. The Program Manager is responsible for all costs associated with maintaining the ASR Program Central site and for providing access as required to CM, Designers, Contractors, and other parties involved with the Project at no cost to these parties.

1.1.2 Review of Construction Documents

The CM shall review the construction documents, including the construction contract(s) (Contract) between the City and the Prime Contractor for this Project, in order to become familiar therewith. If requested, the CM shall make recommendations to the City and Designer concerning clarity, consistency, and coordination of documentation. The CM's actions in making such reviews and recommendations as provided herein are to be only advisory.

1.1.3 On-Site Management and Construction Phase Communication Procedures

CM shall provide and maintain an experienced management team on the Project site to provide Contract administration as a representative of the City, and the CM shall assist in establishing and implementing coordination and communication procedures among the CM, City, Designers, and the Prime Contractor.



1.2 Manage Claims

1.2.1 Assist CITY

CM shall assist the City in preparing the City's position in any claim proceedings and shall provide such additional support as required by the City, as it pertains to this Project.

1.2.2 Gather Data

CM shall gather information and data, assemble documents, and provide documentation to support the City's position on any claim, pertaining to this Project, that might arise.

1.3 Financial Management

CM shall maintain familiarity with the Project's available funding and shall perform its activities as provided to determine, in its professional opinion and for the benefit of the City whether the Contractor's work is accomplished within Contractor's available funding.

1.3.1 Report Progress

CM shall report progress of the Prime Contractor for this Project and review Contractor's monthly schedule update against the Baseline ASR Program Schedule for consistency and accuracy and shall report progress to ASR program team.

1.3.2 Recommend Revisions to MPS

While performing the services described herein, the CM shall recommend revisions to the Baseline ASR Program Schedule. The City shall issue, as needed, change orders to the appropriate parties to implement the Baseline ASR Program Schedule revisions. Following any revisions to the Baseline ASR Program Schedule, the CM shall provide current copies of the Baseline ASR Program Schedule to the Contractor.

1.3.3 Timely Work Completion

CM shall use its experience, resources, and contract requirements to determine in its professional opinion and for the benefit of the City whether the Contractor's work is completed within the milestones described in the contract documents.

1.3.4 Monthly Progress Report

CM shall report Contractor's progress and provide input regarding construction progress for this Project.

1.4 Intergovernmental Coordination and Permit Compliance

The CM shall determine for the benefit of the City that there is proper coordination between the City and other governmental agencies in the jurisdictions through which the Project passes. To the extent the Contractors are responsible for complying with permits issued by other governmental agencies, CM shall monitor and identify all noncompliance issues and report the same to the City.



1.5 Environmental and Regulatory Compliance

CM shall advise the Program Manager regarding compliance and effectiveness of environmental and regulatory compliance activities.

1.6 Environmental Oversight

CM shall be responsible for enforcing environmental compliance during construction.

1.7 Legal Issues

CM shall timely notify the Construction Administration Manager (CAM) regarding any legal issues of which they are aware that may arise during construction of the Project.

1.8 Budget Control

CM shall monitor all potential adjustments to the Construction Contract. Information regarding any potential adjustments must be provided to the CAM.

1.8.1 Estimate Costs of Possible Changes

When requested by the Program Manager, CM shall provide estimates of construction costs for changes anticipated by the City or proposed by the Contractor.

1.8.2 Estimate Costs of Known Changes

When requested by the City, CM shall provide estimates of construction cost impacts associated with major changes in Project scope or schedule.

1.9 Budget Monitoring

1.9.1 Cash Flow Reports

The CM shall periodically prepare and distribute a cash flow report, but no more often than biweekly.

1.9.2 Status of Construction Costs

The CM shall provide periodic updates to the Program Manager regarding status of construction costs for the various bid packages and individual contracts during performance by the Contractors.

1.10 Public Involvement

CM shall support the efforts of the City to manage public involvement for the Project by consulting with the public involvement team and informing the public involvement team of issues of potential interest to the public.

1.11 Health and Safety

CM shall review Contractors safety plan to see that it is in compliance with OSHA and other state and local regulations. CM shall determine for the benefit of the City whether



the Contractor is in compliance with Contractor provided safety plan and all health and safety requirements imposed by the Contract Documents.

1.12 Overall QA Procedures – Program Management

The CM shall review the Contractors quality assurance procedures as required by the contract documents and determine their compliance with ASR Program requirements and goals.

1.13 Agency Review Management

The CM shall provide advice and assistance to the City, as requested, regarding agency reviews of the Project. In doing so CM shall Follow Construction Administration Plan and Procedures as found in the Program Management Manual (PMM) found on ASR Program Central.

1.14 Construction Administration Plan (CAP)

As requested, the CM shall make recommendations to the City regarding revisions to the Construction Administration Plan (CAP) Section 10 of the PMM on an ongoing basis.



Task 2: Construction Contract Administration

Objectives

The City's CM will have primary responsibility for managing the construction contracts between the City and the Prime Contractor for Bid Package K1 prepared by the Designer, beginning with the Pre-Construction Conference.

2.1 Contract Administration Procedures

The CM shall establish and implement procedures for reviewing and processing requests for clarifications and interpretations of the Contract documents; shop drawings, samples, and other submittals; contract schedule adjustments; change order proposals; written proposals for substitutions; payment applications; and the maintenance of logs. As the City's representative at the construction site, the CM shall be the party to whom all such information shall be submitted by the Contractor(s).

2.2 Conduct Preconstruction Conference

2.2.1 Preconstruction Conference Meeting Agenda

The CM shall prepare an agenda for and conduct a Pre-Construction Conference for each bid package. Topics for discussion shall include insurance requirements, site conditions, schedule requirements (including all critical milestones and associated liquidated damages), submittal procedures, requests for substitution, requests for information (RFIs), pay application procedures, Work Change Directive (WCD) and Field Order (FO) procedures, and Change Order procedures, assignment of contracts and pre-purchase equipment, environmental compliance procedures, Notice to Proceed, and other administrative procedures as defined in the Contract Documents as deemed necessary by the CM.

2.2.2 Preconstruction Conference Meeting Minutes

CM shall prepare minutes or otherwise record the results of the pre-construction conference. The CM shall prepare and post meeting minutes to ASR Program Central.

2.3 Contractor Permit Acquisition – Construction Related

CM shall receive and maintain copies of all permits which are required to be obtained by the Contractor in accordance with requirements of the Contract Documents.

2.4 Wichita City Permit Acquisition – Construction Related

2.4.1 Construction Permits

CM shall become familiar with all construction permits and their compliance requirements.



2.4.2 Observe Activities

CM shall observe construction activities to determine in its professional opinion and for the benefit of the City whether the Contractor is in compliance with all permit requirements.

2.5 Contractor Payment Review

2.5.1 Schedule of Values

The CM shall review and determine the acceptability of the Contractor's initial schedule of values for the work prior to submitting the Contractor's first request for payment. The schedule of values shall be the basis for allocating the Contract price to the activities shown on the Contractor's Construction Schedule.

2.5.2 Allocating Costs to the Contractor's Construction Schedule

The Contractor's Construction Schedule shall have the total Contract price allocated by the Contractor among the scheduled activities so that the sum of the activity prices shall equal the total Contract price. The CM shall review the Contractor's price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Progress payments to the Contractor shall be based on the Contractor's percentage of completion of the scheduled activities as set out in the Construction Schedule reports and Contractor's compliance with the requirements of the Contract documents.

2.5.3 Review of Contractor Payment Requests

CM shall receive and review the Contractor's payment requests. CM shall determine whether the amount requested reflects the Contractor's actual work progress and that the work is in accordance with the Contract Documents. The CM shall recommend appropriate adjustments to each payment application. Upon approval of individual pay applications, the CM shall prepare and sign a Certificate of Payment that shall be delivered to the CAM for review. If accepted by the CAM the Certificate of Payment will then be sent on to the City for payment. Travel outside of Harvey and Sedgwick Counties will be an additional charge.

2.5.4 Evaluate Stored Materials

CM shall evaluate materials stored on and off site for which the Contractor has requested payment to verify they are materials which are dedicated to their specific ASR project, stored in a secure location, in a safe manner, and in a manner that will not cause the material to become damaged in any way during storage, excluding severe weather events such as tornados.

2.5.5 Periodic Payment Report

CM shall periodically, but no more frequently than biweekly, prepare and forward to the City a progress payment report. The report shall state the total Contract price, payments to date, current payment, requested retainage, and actual amounts owed for the current period.



2.6 Conduct Site Meetings and Prepare Construction Progress Meeting Records

2.6.1 Weekly Progress Meetings

The CM shall meet with the Contractors weekly or less frequently, if deemed appropriate by all parties, to discuss construction progress and common problems. The CM shall inform the Designer and other Program personnel if attendance at a specific weekly meeting is required.

2.6.2 Meeting Minutes

The CM shall prepare, distribute, and maintain Construction Progress Meeting minutes.

2.6.3 Summary Report to CAM

CM shall provide weekly reports to the CAM that summarizes the weekly construction progress meetings. The weekly reports shall, at a minimum, report construction schedule status, date of completion, updates to contract times, contract price, potential construction delays, challenges, and any mitigation plans.

2.7 Monthly Construction Management Progress Report

CM shall prepare monthly status reports that summarize the previous month's construction activities, and include a schedule of the planned versus actual work completed, summaries of change orders, claims, and a cost summary of budgets and expenditures for construction. The report shall include change orders issued, pending Allowances and/or change orders, anticipated change orders, and estimated costs.

2.8 Construction Contract Interfaces

If requested, the CM shall provide advice on construction interface issues.

2.9 Construction Contract Change Management and Reporting

2.9.1 Managing Contract Changes

The CM shall have primary responsibility for managing the change order process and periodically report the Contract cost status to the City.

2.10 Receive Contractor Submittals and Shop Drawings

2.10.1 Submittal Schedule

CM shall obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples, and submittals required by the Contract Documents, along with the anticipated submission dates.

2.10.2 Electronic Submittal Process

CM shall receive all submittals and shop drawings from the Contractor electronically as much as possible. The CM shall screen submittals and return incomplete or inappropriate submittals to the Contractor for correction and re-submittal.



2.10.3 Physical Sample Submittals

Submittals shall be transmitted to the CM electronically via ASR Program Central. CM shall transmit all submittals and shop drawings to the Project Designer in ASR Program Central for review. Samples and other physical pieces that cannot be transmitted electronically shall be submitted with a copy of the electronic transmittal for identification purposes only. Review comments shall be made on the electronic submittal form in ASR Program Central. The CM shall coordinate reviews of Contractor's shop drawings, samples, and other submittals with the Designer.

2.10.4 Track Submittal Status

CM shall continually track the status of all shop drawings, samples, and submittals.

2.11 Submittal Log, File, and Tracking

2.11.1 CM Monitor Decisions

CM shall monitor all outstanding decisions, approvals, or responses required from the City. CM shall track status of shop drawings, installation manuals, samples, and other Contractor submittals under review by the Designer.

2.11.2 CM Reminder

CM shall remind reviewing parties of documents in review that are nearing the Contract time limit allowed for submittal review.

2.12 Review Construction Request for Information (RFI)

2.12.1 CM Coordination

The CM shall provide liaison and coordination between the Prime Contractor and Designers regarding clarifications and interpretations of the Contract documents. CM shall coordinate all written communications among and between the Contractor, Designer, and City during construction. CM shall provide recommendations to the City for written communications between the City and Contractor.

2.12.2 RFI Review

The CM shall receive all construction RFIs from Contractor electronically. Electronic RFIs prepared by the Contractor and electronic responses to RFIs will be provided on the Program standard electronic RFI form and in accordance with procedures described in the Construction Administration Plan as developed by the Program Manager. CM shall initially screen RFIs (i.e., return incomplete or inappropriate RFIs to the Contractor upon consultation with Designer).

2.12.3 RFI Responses

The CM shall review and issue RFI responses to the Contractor. The CM shall respond to cost/commercial components of RFIs. CM shall have the authority to respond to RFIs which do not have scope, schedule, or price impacts. At the request of the CM, the Designer shall provide technical (but not cost/commercial) review of the Contractor's



RFIs or clarification of the Contract. The Designer shall coordinate such review with the CM as appropriate.

2.13 Contractor Field Engineering

CM shall observe Contractor's field engineering activities to determine, in its professional opinion and for the benefit of the City whether the Contractor is in compliance with the Contract documents.

2.14 Designer Field Engineering

CM shall monitor and coordinate all Designer field engineering activities with the Contractor.

2.15 Daily Diaries

CM shall maintain daily reports in ASR Program Central of the onsite personnel's observations, directions, and decisions.

2.16 Construction Photographs

CM's inspection staff shall arrange for daily photographs of the work in progress by the Contractor, which shall be attached to the daily reports with appropriate descriptions and times/dates.

CM's staff shall make a photographic record of the project. The photo record shall be sufficiently detailed to determine, for the benefit of the City, that a record of the Contractor's activities is made, beginning with the Contractor's initial site activities and ending with completion of the work. CM shall use digital imaging for all photographs. The photographic plan shall include, at a minimum, requirements for:

- 1) Consistent, periodic photographs;
- 2) Consistent viewpoints for complete coverage of the work;
- 3) Consistency in camera angles;
- 4) Consistent exposure and resolution settings to capture high quality images;
- 5) Methods for electronic storage and retrieval of photographic images; and
- 6) Routine distribution of images to the Program Manager.

The photographic record shall be maintained in ASR Program Central and filed in chronological order with captions documenting the bid package number, name of photographer, date, location, subject, and any special items of note. Along with the photographic record the following shall be kept in ASR Program Central by CM personnel:

- Daily Reports (aka Daily Diaries): records of CMs onsite personnel's observations, directions, and decisions;
- Nonconformance reports;
- Contractor's project schedules;



- Shop drawings and submittals;
- Records of relevant telephone conversations;
- Change orders;
- Requests and recommendations for payment;
- Records of materials onsite;
- Claims documentation and records;
- Project budget and cost information;
- Spare parts inventories;
- Correspondence;
- Field test results;
- Monthly status reports; and
- Claims.



Task 3: Coordination with Design Services During Construction (SDC)

3.1 General Project Management of SDC

CM shall become familiar with the Designer's scope of work for providing services during construction to determine for the benefit of the City that there is proper coordination between the Prime Contractor, CM, and Designer's activities.

3.2 Field Consultants

The CM shall be responsible for coordinating all Field Consultants, including, but not limited to, those consultants who perform inspection, test, and survey activities.

3.3 Identify Acceptable Materials and Manufacturer

All initial written Requests for Substitution (RFS) prepared by the Contractor shall be submitted to the CM. The CM shall screen RFSs and return incomplete or inappropriate RFSs to the Contractor after consulting with the Designer. RFS and written responses to RFSs shall be provided on the ASR standard RFS forms and in accordance with the procedures described in the Construction Administration Plans.

3.4 Review Contractor Submittals

CM shall be responsible for receiving all Contractor submittals, samples, and shop drawings, performing the initial review and coordinating review with the Designer. See Section 2.10 for additional requirements.

3.5 Review Deductive Alternate Proposals

Requests from the Contractor to review Deductive Alternative Proposals will be submitted to the CM. The CM shall screen Deductive Alternative Proposals and return incomplete or inappropriate Deductive Alternative Proposals to the Contractor. Proper Deductive Alternative Proposals shall be transmitted by the CM to the Designer for review and action.

3.6 Review Value Engineering Proposals (VEP)

3.6.1 Assumptions:

At the CM's request, the Designer will review the VEP and provide its professional opinion regarding the value of the proposed change. The Designer shall have the sole responsibility to determine if the VEP will meet the Project requirements and will have the authority to accept or reject the VEP.

3.6.2 VEP Review

CM shall receive all Contractor VEPs. The CM shall screen all VEPs and return incomplete or inappropriate VEPs to the Contractor. Proper VEPs shall be transmitted to the Designer for review and action.



3.6.3 Value Engineering Studies

If requested, the CM shall provide value engineering recommendations to the City and Designer on major construction components, including cost evaluations of alternative materials and systems.



Task 4: Quality Assurance/Quality Control

4.1 Construction Quality

4.1.1 Administer Quality Assurance

CM is responsible for administering Contractors Quality Control Plan, as described in the Program Management Manual. The CM shall establish and implement a program to monitor the work quality. The purpose of the QA shall be to determine in its professional opinion and for the benefit of the City whether all work by the Contractor meets the requirements of the Contract Documents. The Contractor shall be responsible for construction quality control. Communications between the CM and Contractor with regard to quality review shall not bind the CM or City or release the Contractor from performing work in accordance with the terms of the Contract Documents.

4.1.2 Means and Methods

The CM shall not be responsible for, nor shall the CM control, the Contractor's means, methods, techniques, sequences, and procedures for constructing the Project. The CM's actions in providing the foregoing quality review under this Agreement are a service of the CM for the City's sole benefit. No action taken by the CM shall relieve the Contractor from its obligation to perform the work in strict conformance with the requirements of the Contract Documents and all applicable laws, rules, and regulations.

4.2 Non-Conformance Reports (NCR)

4.2.1 Non-Conformance Reports

If the CM determines that work by the Contractor does not conform to the Contract documents or is otherwise defective, the CM shall, when appropriate, notify the Contractor by issuing a Non-Conformance Report.

4.2.2 Standard Form

Non-Conformance Reports shall be prepared using the standard Non-Conformance Report form found in ASR Program Central and managed in accordance with the procedures described in the Project's CAP.

4.2.3 Treatment of Incorrect Work

The CM shall reject any portion of the work which does not conform to the Contract Documents and transmit to the Designer, the City, and Contractor a Non-Conformance Report. Except for minor variations as described herein, the CM is not authorized to change, revoke, alter, enlarge, relax, or release any requirements of the Contract Documents or to approve or accept any portion of the work which does not conform to the requirements of the Contract Documents.

4.2.4 Corrective Action Plan

Corrective action plans will be prepared and submitted by the Contractor to the CM including a detailed recovery schedule. The CM shall forward the proposed plan to the



Designer for review and acceptance. Corrective action process shall be managed in accordance with the procedures described in the Project's CAP.

4.2.5 Observe Corrective Actions

The CM shall observe the Contractor's corrective actions and shall advise the Designer of the Contractor's compliance with the approved CAP. After issuing a Non-Conformance Report to the Contractor, the CM shall require that the Contractor submit a plan for corrective action. Upon receipt, the CM shall transmit the action plan to the Designer for review and action.

4.3 Provide Samples and Test Specimens

4.3.1 Sample Log/Contractor's Log

CM shall obtain from the Contractor a comprehensive log of required samples and test specimens and require that the Contractor provide said samples and test specimens in accordance with the Contract Documents. Before any work is initiated, the CM shall contact the Designer to review samples and test specimens and conduct any required testing. CM shall not allow the Contractor to proceed with any work prior to receipt of the Designer's findings regarding the acceptability of the samples and/or test specimens.



Task 5: Testing and Inspections

5.1 Field Testing and Inspection

5.1.1 Tests and Inspection

CM shall be responsible for technical inspection and testing for each Project as required by the Contract documents. CM shall acquire the services of Allied Laboratories to conduct all required onsite soil testing, concrete testing, asphalt testing, bolt torque testing, and weld inspection. All other technical and discipline inspection and testing activities required by the Contract Documents shall be coordinated by the CM. The CM shall receive copies of all inspection and testing reports and shall provide copies of such reports to the Designer and the City.

5.1.2 Special Inspections

The CM shall have sole responsibility for providing and scheduling the required special inspections required to comply with the applicable permits and shall contract with Allied Laboratories to provide the Designer required specialty inspections as allowed by the City and/or County agencies.

5.1.3 Notification

CM shall be responsible for notifying the appropriate building department that all requirements for special inspection were satisfied.

5.1.4 Provide Reports

CM shall submit copies of all test reports to the Designer for review as the Designer deems necessary.

5.1.5 Inspection Concrete Placements

The Prime Contractor shall coordinate all concrete pours with the CM. CM shall inspect placements of all concrete and coordinate all testing required by the Contract documents and applicable codes and/or permits.

5.2 Geotechnical Input

The CM shall become familiar with all geotechnical information provided by the City and/or Designers to the Contractor.

5.3 Geotechnical Inspections

5.3.1 Independent Testing Firm

The CM shall employ Allied Laboratories for geotechnical testing and inspections.

5.3.2 Information Coordination

CM shall coordinate testing schedules and transmission of test reports, finding, or other information to the Contractor and the Designer. The following material testing is anticipated:



5.3.2.1 Soils Moisture and Density Testing

Obtain samples of onsite and import soils and conduct laboratory testing as necessary to determine applicable engineering properties of materials (ASTM 698, D4318, D422); observe fill placement and field testing materials for moisture and density using testing method ASTM D2922 (nuclear gauge method) or ASTM D1556 (sand cone method) as necessary to determine compliance with project specifications; and observe subgrade conditions for structures and pavement areas prior to placement of concrete or asphalt; and other testing as required by the Contract Documents.

5.3.2.2 Concrete Testing

CM shall conduct concrete tests required by Designer and Contract documents using test methods ASTM C-31, C-39, C-94, C-143, C-172, C-231, and C-1064. Six cylinders will be cast by the certified technician and properly cured according to ASTM C-31. Two cylinders will be compression tested at seven days, two cylinders will be tested at 28 days, and two cylinders will be held. The held cylinders will not be broken unless the 28-day cylinders do not achieve design strength. At a minimum, one set of cylinders will be obtained for every 50 cubic yard of each type of concrete placed in any one day or a minimum of one set per day of placement.

5.3.2.3 Masonry Inspection

CM shall provide masonry testing of masonry prisms (ASTM E-447-91) and grout specimens (ASTM C-1019) to determine compressive strengths of the various masonry units. An initial set of eight prisms will be cast with three prisms compression tested at 7-days and five prisms tested at 28-days. Each additional set of prisms will consist of a minimum of three prisms compression tested at 7-days. All prisms will be cast by on-site personnel. Grout specimens will be cast by the certified technician. Masonry prisms and grout specimens will be compression tested by an independent laboratory under the direction of CM. A minimum of one set of three prisms and one set of grout specimens will be cast and tested for each 5000 square feet of wall area as masonry construction progress.

5.3.2.4 Weld & Bolt Inspection

CM shall perform visual fillet weld inspection and bolt torque testing as required by the design documents.

5.3.2.5 Asphaltic Concrete Testing

CM shall conduct density tests on the in-place asphaltic concrete using a nuclear density gauge (ASTM Method D2950). As a minimum, one density test shall be conducted for every 5000 square feet of asphalt placed with a minimum of four tests per lift in each area placed. Core samples shall be obtained in the event that nuclear density tests do not meet the minimum Marshall density required by the project specifications.



5.4 Construction Inspection

5.4.1 CM QA

The CM shall have primary responsibility for construction QA observation. CM shall conduct daily onsite observations of the Contractor's work to determine in its professional opinion if the work conforms to the Contract Documents and that the integrity of the design concept as reflected in the Contract has been implemented and preserved by the Contractor. The CM shall supervise a team of qualified field inspection personnel, who will prepare written reports, diaries, or other records of their observations.

5.4.2 CM Observation

CM's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. CM does not guarantee the performance of the Contractor. CM's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the Construction Contract. CM shall obtain written plans from the Contractor for quality control of its work and will monitor the Contractor's compliance with its Quality Control (QC) Plan.

5.5 Shop Inspection and Witness Testing

CM shall become familiar with applicable shop inspection and witness testing to determine in the interest of the City that there is coordination for all materials testing for which the CM has responsibility.



Task 6: Construction Schedule

6.1 Preparation of Critical Path Construction Schedule

6.1.1 Schedule Review

The CM has primary responsibility for reviewing the Contractor's initial Construction Schedule and monthly updates. At the request of the CM, the Designer may review the Contractor's Construction Schedule and verify that it is consistent with the requirements of the Contract.

6.1.2 Initial Schedule

The CM shall review the Contractor's initial Construction Schedule and shall determine in the interest of the City whether the schedule is prepared as required by the Contract Documents and that it establishes required completion and milestone dates.

6.2 Updated Schedules

6.2.1 Monthly Schedule Review

The CM shall, on a monthly basis, review the Contractor's construction progress, evaluate the percentage complete of each construction activity as indicated in the Contractor's updated Construction Schedule and review such percentages with the Contractor. This evaluation shall serve as data for input to the periodic Construction Schedule report that shall be prepared and distributed by the CM to the City and Designer. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor. The CM shall prepare and distribute schedule reports for each Contractor for which the CM has responsibility.

6.2.2 CM Recommendations

The CM shall advise and make recommendations to the City concerning the alternative courses of action that the City may take in its efforts to achieve Contractor compliance with the Contract required schedule dates.

6.2.3 Recovery Schedule

The CM may require the Contractor to prepare and submit a recovery schedule as specified in the Contract Documents.

6.2.4 As-Built Schedule

Upon final completion of the Contract work, the CM shall coordinate the preparation of an As-Built schedule by the Prime Contractor.

6.3 Review Contractor Work Plan and Schedule

6.3.1 Effect of Change Orders on the Schedule

Prior to issuing a change order, the CM shall determine and advise the City as to the effect of the change on the Baseline ASR Program Schedule. The CM shall verify that



activities and adjustments of time, if any, required by approved change orders have been incorporated into the Contractor's Construction Schedule.

6.4 Submittal Schedule

6.4.1 Submittal Schedule

CM shall receive, review, and distribute the Contractor's submittal schedule and shall determine in the interest of the City whether the Contractor complies with the submittal schedule.

6.4.2 Manpower Schedule

CM shall receive and review Contractor's elementary manpower schedule and the Contractor's daily manpower and equipment report.

6.5 Monitor Schedule Progress During Construction

6.5.1 Schedule Monitor

CM shall continually monitor Contractor's progress during construction of the work, make appropriate recommendations to the City and take necessary actions consistent with the Contract documents to determine in its professional opinion and in the interest of the City whether Contractor complies with all schedule and milestone requirements.

6.6 Notification of Delay

6.6.1 Monitor Delay Claims

CM shall receive, log, and notify the City about all letters and notices from the Prime Contractor concerning claims regarding delays in the Project's critical path. CM shall review all such letters and notices and discuss them with the Contractor, as necessary, to understand each claim or dispute.

6.6.2 CM Recommendations

CM shall advise the City regarding the Contractor's compliance with the Contract requirements for such claims and disputes. CM shall assist the City in discussions with the Contractor to resolve claims and disputes.



Task 7: Insurance and Safety

7.1 Determine Construction Methods and Safety

CM shall manage the health, safety, and environmental activities of its own staff and the staff of the CM's subcontractors to comply with applicable health and safety laws and regulations.

The CM shall review the Contractor's compliance with the safety plan(s) and notify Contractor of safety violations observed while in attendance to normal CM Construction field tasks.

7.1.1 Contractor's Safety Program

The CM shall require each Contractor that will perform work at the site to prepare and submit to the CM for general review a safety plan, as required by the Contract Documents. The CM shall not be responsible for any Contractor's implementation of or compliance with Contractor's safety plans, or for initiating, maintaining, or supervising the implementation of such plans or the procedures and precautions associated therewith, or for the coordination of any of the above with the other Contractors performing the work at the site. The CM shall not be responsible for the adequacy or completeness of any Contractor's safety plans, procedures, or precautions.

7.2 Advise City of Claims

CM shall advise the City of all safety related claims.

7.3 Issue Notice of Nonconformance (Safety)

If, during CM staff inspections and or observations, they observe Contractor's employees not in compliance with Contractor's safety plan the CM shall issue a notice of nonconformance by the Contractor and shall determine in the interest of the City whether the Contractor timely remedies any nonconformance.

7.4 Check Insurance Compliance

The CM shall provide assistance to the City to determine in the interest of the City whether the Contractor complies with the Contract documents, insurance requirements.



Task 8: Change Orders and Claims

8.1 Claims Prevention and Management

The CM shall perform all duties and responsibilities identified in the Contract Documents related to resolving claims and disputes between the Contractor and the City related to the acceptability of the work, interpreting the requirements of the Contract Documents, and any other matter concerning the Contractor's performing the work.

8.1.1 Assistance for Claims Preparation & Legal Actions

The CM shall provide assistance required by the City in resolving disputes including, but not limited to, preparing for and serving as a witness in connection with any legal proceeding. Any such work will be paid on a time and material basis.

8.2 Notification of Differing Site Conditions

8.2.1 Subsurface and Physical Conditions

The Contractor is responsible to notify the CM of any differing site conditions. Upon notification by the Contractor that a surface or subsurface condition at or contiguous to the site has been encountered that differs from what the Contractor is entitled to rely upon or from that which is indicated or referred to in the Contract Documents, or that may require a change in the Contract Documents, the CM shall promptly notify the Designer and the CAM. The CM shall receive from the Designer and transmit to the Contractor all information necessary to specify any design changes required by any differing or changed condition and, if necessary, shall prepare an appropriate Request for Proposal, FO, or WCD.

The CM shall, as appropriate, investigate, appraise and evaluate surface or subsurface conditions at or contiguous to the site or other existing conditions, facilities, or equipment to the extent that the Contractor asserts that conditions differ from what is indicated in the Contract Documents. The CM shall assist the City in determining the accuracy of existing drawings or other information contained in the Contract Documents.

8.3 Response to Notification of Delays or Differing Site Conditions

CM shall take all actions provided in the Contract Documents to respond to notification by Contractor of delays or differing site conditions. The CM shall keep the CAM timely informed of all notifications of delays or differing site conditions.

8.4 Evaluate Claims for Extra Work

The CM shall receive, log, and notify the City of notices from the Contractor concerning claims for extra work or other disputes between the Contractor and City.

CM shall review all notices and shall discuss them with the Contractor as necessary to determine, in its professional opinion and in the interest of the City whether all parties have a complete understanding of all claims or disputes.

CM shall timely advise the City regarding Contractor notices of claims for extra work or related disputes.



8.5 Issue Field Orders

CM shall be responsible for issuing, logging and tracking all Field Orders.

8.6 Construction Change Orders

The CM shall implement a change order control system which is consistent with the Contract Documents. Changes to any Contracts between the City and the Prime Contractor shall be only by Change Orders executed by an authorized City representative. CM is not authorized to execute Change Orders.

All proposed City-initiated changes shall initially be described in detail by the CM in a request for proposal issued to the Contractor. The request shall be accompanied by appropriate drawings and specifications prepared by the Designer. In response to the request for a proposal, the Contractor shall prepare and submit detailed information concerning the price and time adjustments, if any, which may be necessary to perform the proposed changed work. Upon receipt, the CM shall review the Contractor's proposal, shall discuss the proposed change order with the Contractor, and determine the Contractor's basis for proposed price and schedule adjustments.

The CM shall review all Contractor-requested changes to the Contract price and/or time, determine the basis of the request, and assemble and evaluate information concerning the request. The CM shall provide copies of each change request to the Designer and CAM. The CM shall consider the Designer's comments regarding the proposed changes. The CM shall prepare a detailed estimate of cost and time of the proposed change as a basis for comparison with the Contractor's proposed price and time. CM shall assist the City in negotiating the price and time impacts of change orders with the Contractor.

The CM shall make recommendations to the City regarding all proposed change orders and change order requests. At the City's direction, the CM shall prepare and issue to the Contractor appropriate change order documents. The CM shall provide copies of all approved change orders to the Designer.

8.8.1 Minor Variations in Work

The CM may recommend to the CAM minor variations in the work which do not involve an adjustment in the Contract price or time for construction and which are consistent with the Contract Documents. Upon review and approval of the Designer, the CAM may approve such changes. The CM shall provide copies of such authorizations to the Designer.

8.7 Evaluate Change Orders

As requested, CM shall evaluate all change orders to the Project's schedule and budget.

The CM shall review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration, and completion date.

The CM shall advise the City as to the potential impact of proposed or issued Change Orders and shall prepare appropriate documentation to support each change order.



8.8 Evaluate Stored Materials

The CM shall evaluate the Contractor's methods, location, and protection of all stored equipment. The CM shall make recommendations for partial payment of stored equipment, and certify to the City that the equipment is properly stored, protected, and insured prior to recommending payment to the City.



Task 9: Surveying

9.1 Establish Survey Control Points

Designer shall show all control points on design drawings.

9.2 Field Surveying

Contractor shall be responsible for conducting all field surveys required to layout its work, and accurately locate new facilities. CM shall review these surveys for general conformance with Contract Documents.

9.3 Construction Surveying – Validation

CM shall perform periodic surveys to check Contractor's survey and estimate of quantities (where appropriate). This survey does not relieve the Contractor of the responsibility for construction staking and layout.

9.3.1 Independent Survey Checks

The CM shall employ Allied Laboratories for the check survey services, or other services related to verifying the quality of the Contractor's work.

9.4 Provide Certificates of Compliance

When required by the Contract documents, Contractor shall provide certificates of compliance of its field surveying by certifying the accuracy of the Contractor's control survey, and the actual location of temporary or permanent facilities. The CM shall be primarily responsible for review and acceptance of the Contractor's certificates of compliance



Task 10: Temporary Facilities and Staging

10.1 Project Staging and Layout Temporary Facilities

CM shall review the Contractor's staging areas and facilities for compliance with the Contract Documents. Contractor shall be responsible to obtain any and all permits pertaining to these temporary facilities. CM shall monitor and see that all such permits are obtained and permit requirements adhered to.

10.2 Approve Staging, Storage, and Temporary Facility

The CM shall have primary responsibility for review and approval of the Prime Contractor's plans for temporary facilities and staging.

10.3 Materials and Equipment Shipment, Handling, and Protection

The Contract Documents require that the Contractor identify its plans for materials and equipment handling, protection and storage. The CM shall have primary responsibility for reviewing and approving the Prime Contractor's plans.



Task 11: Equipment Testing, Training, and Startup

11.1 Startup

CM shall provide assistance, as requested by the Designer, during start-up activities. This assistance will generally involve coordination with Contractor's functional and performance testing and documenting the satisfactory completion of testing.

11.2 Training Assistance by Equipment Manufacturer's

CM, in concert with the Contractor, shall coordinate the services of qualified representatives from equipment manufacturers who will train the City operations staff in the operation and maintenance of the various pieces of equipment.

11.3 Operation Manual

CM shall provide advice, as requested, concerning the acceptability of operations manuals submitted for City use under the construction contract.

11.4 Furnish Equipment Maintenance Manuals

CM shall receive and review for compliance all equipment maintenance manuals prior to issuing to Designer for review.

CM shall coordinate with the Contractor for the submission of required manuals provided by equipment suppliers for operation and maintenance.

CM shall coordinate with the Contractor for the submission of required maintenance summaries.

11.5 Functional Testing

11.5.1 Review Functional Testing Plan and Schedule

Designer shall have primary responsibility for approving the scheduling, training plan, and training materials for all functional testing.

11.5.2 Responsibility for Functional Testing

The Contractor has primary responsibility to schedule and perform functional testing required by the Contract documents for equipment and control systems. The Contractor shall submit its plans for functional testing to the CM. The CM shall validate the acceptance of the functional testing and provide recommendations for proceeding with the performance testing or other additional testing as required by the Contract Documents.

11.5.3 Observe and Witness Functional Tests

CM shall observe and, as required, witness functional test procedures and results. CM shall also notify Contractor of failed tests and the requirements for repeating functional test(s).



11.6 Startup Planning and Startup

11.6.1 Pre-Startup Readiness Assessment

When requested by the CM, the Designer shall conduct an investigation regarding the readiness of the facilities for startup.

11.6.2 Review of Startup Plan

If requested by the CAM, CM shall review and provide comments on the startup plan provided by the Prime Contractor for this Project.

11.6.3 Obtaining Operating Permits

The CM shall, if requested, assist the City in obtaining any necessary permits which may be required for operating facilities associated with the Well Field Maintenance Facility and Supervisor's Residence. All costs for such work shall be paid on a time and material basis.

11.7 Provide Manufacturer Certificates and Manuals

The Contract Documents require the Contractor to provide manufacturer's certificates that certify proper installation and completion of functional and performance testing for all equipment. CM shall coordinate with the Contractor for submission of required certificates and the maintenance summaries. Performance testing shall not be allowed to commence without receipt of all required manufacturer's certificates.

Prior to the final completion of the Project, the CM shall compile manufacturers' operations and maintenance manuals, warranties, guarantees, and certificates and index and bind such documents in an organized manner. This information shall be given to the City.

11.8 Performance Testing

11.8.1 Responsibility for Performance Testing

The Contractor is responsible to conduct all performance tests and manage systems as necessary to meet design performance criteria as specified in the Contract Documents. Contractor shall schedule and coordinate all performance testing with the CM.

11.8.2 Contractor and CITY Cooperation

Contractor shall work with the City operations personnel to operate the Project facilities throughout the performance test period.

11.8.3 Observe and Witness Performance Tests

CM shall coordinate all performance activities, oversee and, as required, witness performance test procedures and results

11.8.4 CM validates performance testing

The CM shall validate the acceptance of performance testing, and provide recommendations for proceeding with additional testing as required by the Contract Documents.



Task 12: Project Closeout

12.1 Record Drawing Verifications

The Contractor is required to maintain up-to-date, marked-up prints of construction drawings showing all field changes and as-built conditions. Upon project completion Contractor shall submit a complete set of record drawings to the CM. During construction the CM shall monitor the completeness of the record drawings on a monthly basis. If necessary, reductions in progress payments shall be made to determine in the interest of the City whether record drawings are maintained by the Contractor.

12.2 Record of Drawing Preparation

Upon completion of facilities Contractor shall submit all as-built information to the CM. The CM shall provide to the Designer the as-built data the CM has collected. Record drawings will be prepared by the Designer based upon the information compiled and furnished by the Contractor. The final record set of drawings and specifications shall be bound and delivered to the City by the Designer.

12.3 Release of Liens

The CM shall coordinate with the Contractor for the submission of required warranties, guarantees, lien releases, and other similar documents as required by the Contract Documents. The CM shall advise the City as to the acceptability and compatibility of these documents with the construction Contract.

12.4 Warranty Period Assistance

As requested by the City, CM may provide assistance concerning warranty issues associated with the Project. This service shall be paid on a time and material basis.

12.5 Jobsite Training

The Contract Documents require that various equipment manufacturers provide job-site training for City's personnel. The Contractor shall make requests to schedule said training to the CM, and the CM shall have primary responsibility to coordinate with City and approve requests for training. Jobsite training shall not be allowed to commence prior to completion of functional and performance testing, and receipt of manufacturer's certificate of compliance and proper installation.

12.6 Substantial Completion

The CM shall determine when the Contractor's work is substantially complete in accordance with the construction Contract Documents. In consultation with the Designer, the CM shall, prior to issuing a certificate of substantial completion, prepare a list of incomplete work or work which does not conform to the requirements of the Contract Documents. This list shall be attached to the certificate of substantial completion.



12.7 Final Completion

In consultation with the Designer, CM shall be responsible for determining final completion, based on CM's assessment of the Contractor's work, and its compliance with the requirements for final completion set forth in the Contract Documents.

CM shall prepare and submit the City documents for final completion and acceptance of the work. CM shall issue documents for final completion and acceptance of the work when directed by the City.

CM shall provide consultation to the City concerning final payment, release of retention, and release of insurance and bonds.

12.8 Occupancy and Startup Permits

CM shall assist the City in securing occupancy and start-up permits. If the Contract Documents require the Contractor to secure occupancy, startup, or other permits, CM shall monitor the Contractor's efforts and shall advise the City of the Contractor's progress. If the City is required to secure such permits, CM shall assist the City by coordinating final inspections, submitting documents to the governmental agencies and coordinating any required inspections.



Exhibit B – Scope of Services

ASR Phase II Well Field Maintenance Facility & Supervisor's Residence Design Services During Construction City of Wichita, Kansas

December 3, 2010

Task 1: Document Review

1.1 Review and Acceptance of Submittals

Designer shall receive Contractor Submittals and shop drawings electronically as provided by the CM. Designer shall review the submittals for accuracy and acceptability to the design drawings and specifications. Upon review Designer shall mark the submittals:

- **Approved:** Contractor may incorporate product(s) or implement work covered by submittal.
- **Approved as Noted:** Contractor may incorporate product(s) or implement work covered by the submittal in accordance with Designer's notations.
- **Rejected-Resubmit:** Contractor may not incorporate the product(s) or implement work covered under the submittal and must resubmit the entire submittal.
- **Not Subject to Review:** Submittals not required by Contract Documents.

Submittals shall then be returned to the CM for logging and return to the Contractor. Contractor shall be allowed no more than two separate reviews per submittal. Additional reviews required for any submittal beyond two shall be at the Contractor's expense.

1.2 Samples and Test Specimens

The Designer shall have the sole authority and responsibility to approve or reject the proposed samples and test specimens. Samples will be received under a hard copy of the submittal cover sheet for identification purposes following an electronic submittal. Designer shall treat samples as other submittals and Shop Drawings are treated.

1.3 Review and Answer Request for Information (RFI)

Designer shall receive RFIs electronically from the CM. Designer shall assign them to qualified design staff that is knowledgeable of the ASR design. Designer shall evaluate Contractor's questions to determine if the answer will cause a change that has cost or time impact to the Contractor's contract. If, in the Designers' opinion, there is an increased cost or require added construction time Designer shall so indicate on the provided electronic form. All answers should include written and diagrammatic



information as needed that is clear and concise. Answers shall be directed back to the CM for logging and return to the Contractor.

Allowance has been made for revisions to the RFIs if needed. All original and revision RFIs will be tracked electronically.

1.4 Review Deductive Alternate Proposals

At the CM's request, the Designer shall review cost reduction proposals and provide an opinion regarding the value of the proposed change. The Designer shall have the responsibility to determine if a deductive alternative will meet the Project requirements and make a recommendation to the City, through the CAM, to accept or reject a proposed change.



Task 2: Designer Field Services

2.1 Meeting Attendance

Designer shall assign a design staff member to attend all weekly progress meetings. Designer will be prepared to report on status of submittal review(s) and RFI answer process. Designer may be requested to observe specific site issues for comment and review. Those site visits will be coordinated by the CM.

Designer may also be requested to attend special meetings regarding problem issues, functional testing, scheduling, change orders, and others.

2.2 Site Visits

Designer may visit and observe site conditions, work status, quality of work being performed, means, and methods at any time as work progresses. The CM requests that Designer check in with CM's office upon his entry on site. Designer is to inform the CM of any problem areas, issues, concerns, and or direction he/she has given to Contractor, prior to leaving the site. Designer will follow up with a written report to the CM covering these and other observations that were made during his/her visit.

Designer may provide field engineering services, during site visits, at the request of the CM.



Task 3: Non-Conformance by the Contractor

3.1 Non-Conformance Reports

If Designer discovers or believes that any work by the Contractor does not meet the requirements of the Contract Documents, or is otherwise defective and does not conform to applicable rules and regulations, Designer shall notify the CM. CM shall provide Designer with a copy of all Non-Conformance Notices issued to the Contractor.

3.2 Corrective Action Plans

The Designer shall have sole authority and responsibility to approve or reject the proposed corrective action plan. Designer shall be provided access to the site to review conditions of the work and a reasonable timeframe to complete review of the Contractor's corrective action plan. CM shall provide to the Designer all corrective action plans submitted by the Contractor for approval. Designer shall review and have sole approval authority prior to corrective action being taken.



Task 4: Testing and Inspections

4.1 Field Testing and Inspection

Designer shall provide recommendations to the CM for required special inspections for each bid package.

4.2 Test Report Review

Designer shall receive copies of all test reports to review for compliance with the Contract Documents and provide comment as needed. A report shall be provided to the CM regarding any deficiency found during review.



Task 5: Construction Change Orders

5.1 Design Change Drawings

The Designer, at the CM's request, shall prepare and provide drawings, specifications and other information for proposed changes, and issue these to the CM.

5.2 Work Change Directives

Designer shall review and approve of all Work Change Directives.

5.3 Field Orders

Designer shall review and approve all Field Orders.



Task 6: Equipment Testing, Training, and Startup

6.1 Evaluate Capability to Startup

When requested by the CM, the Designer shall conduct an investigation regarding the readiness of the facilities for startup. The Designer shall review the start-up plan and meet with the CM and the City to review. Following acceptance of the startup plan, completion of testing, and receipt of all manufacturer's certificates, Designer shall issue a recommendation to the CM that the facility is ready for startup.

6.2 Startup

Designer shall:

- Assist the City in activities related to the initial operation of any equipment installed by the Contractor.
- Review the completion status of facilities and advise the CM regarding the readiness of facilities for startup.
- Direct Contractor trade personnel provided to assist with startup activities.
- Conduct a daily startup meeting to coordinate all startup activities.

6.3 Furnish Equipment Maintenance Manuals

The Contract Documents require the Contractor to provide hard-copy and electronic versions of operations and maintenance manuals for all equipment systems.

The manuals shall be reviewed by Designer for general compliance with the requirements of the Contract Documents

6.4 Furnish Maintenance Summaries

The Contract Documents require the Contractor to provide hard-copy and electronic versions of maintenance summaries for all equipment systems.

The maintenance summaries shall be reviewed by Designer for general compliance with the requirements of the Contract Documents



Task 7: Development of Final Project Documents

7.0 Final Revision of Project Drawings and Specifications

Designer shall make a final revision to all design drawings and specifications to include all Contractor provided record data information. This information shall then be given to the CM for delivery to the Owner.



Exhibit C – Scope of Services

ASR Phase II Well Field Maintenance Facility & Supervisor's Residence Additional Services City of Wichita, Kansas

December 3, 2010

Exhibit C to Supplemental Agreement No. 1 between GLMV Architecture, Inc. (Architect) and the City of Wichita, Kansas (City) for Additional Services for the ASR Phase II Well Field Maintenance Facility and Supervisor's Residence (Project).

It is the desire of both parties that the Designer provide additional services as follows:

Task 1: Services Provided by Designer for the City

1.1 Storm Shelter Design

The structure of the central core restroom/laundry area and lockers shall be designed, such that a storm shelter is provided at the Well Field Maintenance Facility. This design shall be included on the Plan and Profile Sheets for the Well Field Maintenance Facility project.

1.2 Medium Voltage Duct Bank, Connection and Pad Mounted Transformer Design

Designer shall design secondary power into the Well Field Maintenance Facility. Secondary power design shall include, wire and conduit from a pad mounted transformer within a concrete duct bank. This design shall be included on the Plan and Profile Sheets for the Well Field Maintenance Facility project.

1.3 Conduit Duct Bank from Microwave Tower to Well Field Maintenance Facility

Designer shall coordinate with the Microwave Tower designer to include a concrete duct bank, associated conduits and wiring from the microwave tower to be located at the ASR Phase II Surface Water Treatment Plant site to the Well Field Maintenance Facility. This design shall be included on the Plan and Profile Sheets for the Well Field Maintenance Facility project.

1.4 Public Address System

Designer shall include a public address system with full building coverage for the Well Field Maintenance Facility. This design shall be included on the Plan and Profile Sheets for the Well Field Maintenance Facility project.



1.5 Furniture Programming, Design and Specifications

Designer shall provide furniture programming, design and specifications for office furniture to be included in the Well Field Maintenance Facility. This design and specifications shall be included in the Specifications for the Well Field Maintenance Facility project.

1.6 Ground Coupled Heating System, Radiant Floor Heat and Water Reclaim System

Designer shall incorporate a ground coupled heating system for the entire Well Field maintenance Facility and radiant floor heat for the vehicle maintenance bays at the Well Field Maintenance Facility utilizing a geothermal well at the ASR Phase II Surface Water Treatment Plant site. In addition, per state regulation designer shall include a water reclaim system at the wash bay to reduce the anticipated flow rates and type (non-industrial) of flow to the sewage lagoon. This design shall be included on the Plan and Profile Sheets for the Well Field Maintenance Facility project.

1.7 Grinder Pump, Septic Tank System Including Plan and Profile Sheets

Designer shall extend the sanitary sewer lines approximately five feet outside of the Well Field Maintenance Facility perimeter and include a grinder pump and septic tank design for the sanitary sewer system. This design shall be included on the Plan and Profile Sheets for the Well Field Maintenance Facility project.



**Exhibit D
Compensation**

**Construction Management Services Associated with the Well Field
Maintenance Facility & Supervisor's Residence**



GLMVArchitecture

SUPPLEMENTAL AGREEMENT NO. 1a - CONSTRUCTION ADMINISTRATION

Request for Qualification No. - FP930012

ASR PROGRAM - PHASE II PROJECTS

WICHITA WATER UTILITIES

		POSITION / HOURLY RATE						TOTALS		
Principal / Project Mgr.	Construction Administrator	Space Planner	Architect	Drafting	Clerical	QA/QC	Architectural Hours	Total Architectural Fees	Engineering Fees	TOTAL FEES
Additional Services										
Construction Administration										
MVP Hours-Office	26				896		922			
MVP Hours-Field							2208			
MVP FEES	\$ 2,730	\$ 187,680	\$ -	\$ -	\$ 42,112	\$ -		\$ 232,522		
Structural									\$ 510	
Mechanical									\$ 6,292	
Electrical									\$ 5,980	
Civil									\$ -	
Total Fees							3130	\$ 232,522	\$ 12,782	\$ 245,304
EXPENSES										
Testing										\$ 33,175
Reprographics										
Supplies										
Telephone/Postage/Couriers										
Local Travel										\$ 20,384
Total Expenses										\$ 53,559
Grand Total										\$ 298,863



Exhibit D (continued)
Compensation

**Design Services During Construction of the Well Field Maintenance Facility &
Supervisor's Residence**



GLMVArchitecture

SUPPLEMENTAL AGREEMENT NO. 1b - DESIGN Request for Qualification No. - FP930012 ASR PROGRAM - PHASE II PROJECTS WICHITA WATER UTILITIES

		POSITION / HOURLY RATE						TOTALS		
Principal / Project Mgr.	Construction Administrator	Space Planner	Architect	Drafting	Clerical	QA/QC	Architectural Hours	Total Architectural Fees	Engineering Fees	TOTAL FEES
\$ 105	\$ 85	\$ 82	\$ 59	\$ 53	\$ 47	\$ 115				
Additional Services										
Construction Administration										
MVP Hours-Office			104	104	50		370			
MVP Hours-Field			76				128			
MVP FEES	\$ 17,220	\$ -	\$ 10,620	\$ 5,512	\$ 2,350	\$ -		\$ 35,702		
Structural									\$ 7,000	
Mechanical									\$ 9,510	
Electrical									\$ 7,625	
Civil									\$ 6,780	
Total Fees							498	\$ 35,702	\$ 30,915	\$ 66,617
AS-BUILT DRAWINGS:										
EXPENSES										
Reprographics										
Supplies										
Telephone/Postage/Couriers										
Local Travel										
Total Expenses										\$ 800
Grand Total										\$ 73,417



**Exhibit D (continued)
Compensation**

**Additional Design Services Associated with the Well Field Maintenance Facility
& Supervisor's Residence**



MCCLUGGAGE VAN SICKLE & PERRY

SUPPLEMENTAL AGREEMENT NO. 1
Request for Qualification No. - FP930012
ASR PROGRAM - PHASE II PROJECTS
WICHITA WATER UTILITIES

POSITION/HOURLY RATE											TOTALS		
Principal / Project Mgr.		Project Architect	Space Planner	Architect	Drafting	Clerical	QA/QC	Architectural Hours	Total Architectural Fees	Engineering Fees	TOTAL FEES		
\$ 100		\$ 81	\$ 78	\$ 56	\$ 50	\$ 45	\$ 109						
Additional Services													
Storm Shelter (FEMA rated structure only, not FEMA rated mech, plumbing or elect)													
Design and Construction Documents		4	8	1	2	8	1	24					
MVP Hours		4	8	1	2	8	1	0					
MVP FEES		\$ 400	\$ 648	\$ 78	\$ 112	\$ 400	\$ 45	-	\$ 1,683				
Structural									\$ 2,500				
Mechanical									\$ -				
Electrical									\$ -				
Civil									\$ -	\$ 4,183			
Include Medium Voltage Duct Bank, Connection and Pad Mount Transformer for Building Service													
Design and Construction Documents		2	4	0	0	0	0	6					
MVP FEES		\$ 200	\$ 324	\$ -	\$ -	\$ -	\$ -		\$ 524				
Structural													
Mechanical									\$ -				
Electrical									\$ 3,775				
Civil									\$ -	\$ 4,299			
Include Coordination with Microwave Tower to provide conduit ductbank to the Maintenance Facility													
Design and Construction Documents		2	4	0	0	0	0	6					
MVP FEES		\$ 200	\$ 324	\$ -	\$ -	\$ -	\$ -		\$ 524				
Structural									\$ -				
Mechanical									\$ -				

SUPPLEMENTAL AGREEMENT NO. 1
Request for Qualification No. - FP930012
ASR PROGRAM - PHASE II PROJECTS
WICHITA WATER UTILITIES

POSITION//HOURLY RATE											TOTALS		
Principal / Project Mgr.		Project Architect	Space Planner	Architect	Drafting	Clerical	QA/QC	Architectural Hours	Total Architectural Fees	Engineering Fees	TOTAL FEES		
\$ 100		\$ 81	\$ 78	\$ 56	\$ 50	\$ 45	\$ 109						
Additional Services													
Electrical										\$ 1,750			
Civil										\$ -	\$ 2,274		
Include a Public Address System.- Entire Building Coverage - Coordinated with COW IT													
Design and Construction Documents		2	4	0	0	0		6					
MVP FEES		\$ 200	\$ 324	\$ -	\$ -	\$ -	\$ -		\$ 524				
Structural										\$ -			
Mechanical										\$ -			
Electrical										\$ 1,105			
Civil										\$ -	\$ 1,629		
Include Furniture Programming, Design and Specifications													
Design and Construction Documents		2	4	60	4	8		86					
MVP Hours		2	4	60	4	8	0						
MVP FEES		\$ 200	\$ 324	\$ 4,680	\$ 224	\$ 400	\$ 360		\$ 6,188				
Structural										\$ -			
Mechanical										\$ -			
Electrical										\$ -			
Civil										\$ -	\$ 6,188		
Ground Coupled Heating System, Radiant Floor Heat, Water Reclaim System													
Design and Construction Documents		2	2										
MVP Hours		2	2	0	0	0	0	0					
MVP FEES		\$ 200	\$ 162	\$ -	\$ -	\$ -	\$ -		\$ 362				
Structural										\$ -			
Mechanical										\$ 12,244			
Electrical										\$ 3,120			
Civil										\$ -	\$ 15,726		

SUPPLEMENTAL AGREEMENT NO. 1
Request for Qualification No. – FP930012
ASR PROGRAM – PHASE II PROJECTS
WICHITA WATER UTILITIES

	POSITION//HOURLY RATE						TOTALS		
	Principal / Project Mgr.	Project Architect	Space Planner	Architect	Drafting	Clerical	QA/QC	Architectural Hours	Total Architectural Fees
Additional Services	\$ 100	\$ 81	\$ 78	\$ 56	\$ 50	\$ 45	\$ 109		
Grinder Pump, Septic Tank System, plus Plan and Profile Sheets									
Design and Construction Documents	2	2							
MVP Hours	2	2	0	0	0	0	0	0	
MVP FEES	\$ 200	\$ 162	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 362
Structural									\$ -
Mechanical									\$ -
Electrical									\$ -
Civil									\$ -
Total Fees								128	\$ 9,443
EXPENSES								0	\$ 35,396
Reprographics									\$ 6,100
Supplies									\$ 750
Telephone/Postage/Couriers									\$ 1,599
Local Travel									\$ 750
Plan Review Fee									\$ 10,238
Total Expenses									\$ 19,437
Grand Total									\$ 65,000

See next page for Engineering Fee Breakdown



Exhibit E Schedule

The schedules for Construction Management Services, Design Services During Construction, and Additional Design Services associated with the Well Field Maintenance Facility & Supervisor's Residence will be submitted within 30 days of receipt of Notice to Proceed.



Exhibit F
List of Project Team Members

LIST OF TEAM MEMBERS AND KEY PERSONNEL

1. Project Manager, Jeffrey W. Weiford
2. Specifications and Quality Control, Mark D. McCluggage
3. Project Architect, Scott A. Smith
4. Interior Design, David W. Clark
5. Site Planning/Landscape Architecture, Joseph D. Steffes
6. Structural Engineering, Anjie Weidman
7. Electrical Engineering, Brian W. Braudaway
8. Mechanical Engineering, Jim Woody
9. Civil Engineering, Michael Russell
10. Construction Administrator, Mike Morris

**LIST OF TEAM MEMBERS AND KEY PERSONNEL
ASR PROGRAM – PHASE II PROJECTS**

Page 1

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Easement Agreement for HCRI Kansas Properties, LLC (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: An easement agreement has been prepared that will formally assign the City of Wichita a non-exclusive easement upon and across the driveways and accessways that exist on the property between 503 and 555 North Maize Road.

Analysis: The agreement allows the City to construct and install a gate to assist in emergency evacuations of the Park West Plaza Nursing Facility during flooding events on the Cowskin Creek. The City of Wichita will pay all expenses pertaining to the construction and installation of a gate in the existing fence between the Walgreen's parcel and the Nursing Home parcel. The gate will be maintained and repaired by Park West Plaza Nursing Facility.

Financial Considerations: The estimated cost for this work is \$45,000. Funding is available within the Storm Water Utility operating budget.

Goal Impact: This project addresses the Safe and Secure Community goal by providing an evacuation procedure for the residents of the Park West Plaza Nursing Facility.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

EASEMENT

THIS EASEMENT (the "Easement") by HCRI KANSAS PROPERTIES, LLC, a Kansas limited liability company ("Grantor") in favor of the CITY OF WICHITA, KANSAS, a Wichita municipal corporation ("Grantee") is dated effective as of ~~December~~ January 24, 2011.

Background

A. Grantor is the owner of the parcel of real property situated in the City of Wichita, County of Sedgwick, State of Kansas, more particularly described on Exhibit A attached to this Easement and incorporated into this Easement by this reference (the "**Grantor Parcel**").

B. Grantor wishes to grant to Grantee, and Grantee wishes to receive, an easement upon and across that certain portion of the Grantor Parcel described below for the limited purpose set forth below.

Agreements

In consideration of the above premises and of the covenants herein contained, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grantor makes the following grants, agreements, and covenants:

1. Grant of Easement. Grantor grants, gives, and conveys to Grantee and its successors and assigns a non-exclusive easement upon and across the driveways and accessways that exist on the Grantor parcel from time to time for the sole purpose of emergency evacuation of nursing home residents from the Park West Plaza Nursing Facility, in the event of flooding.

2. Term. The easement contained in this Easement shall be effective commencing on the date of this Easement and shall remain in full force and effect thereafter in perpetuity, unless (i) the Grantor Parcel ceases to be occupied as a nursing home facility for a period one hundred eighty (180) consecutive days, or (ii) this Easement is modified, amended, canceled, or terminated by the written consent of Grantee and all then record owners of the Grantor Parcel.

3. Gate. Grantee shall, at Grantee's sole cost and expense, construct a gate in the existing fence between the Grantor parcel and the neighboring parcel to the north ("**Walgreen's Parcel**"). The location, design, appearance, and manner of installation of the gate shall be subject to the prior approval of Grantor. After the installation of the gate, Grantor shall thereafter maintain, repair, and, if necessary, replace the gate at its sole cost and expense. Grantee agrees that such gate shall be locked at all times that the gate is not being used for the purpose set forth in Section 1 above. Grantee shall indemnify and hold Grantor harmless for any loss suffered Grantor (including reasonable attorney's fees) by reason of the installation or use of the gate.

4. Indemnity. Grantee hereby indemnifies and holds Grantor harmless from and against all claims, liabilities and expenses (including reasonable attorney's fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Grantee or the Grantee's contractors, employees, agents, or others acting on behalf of the Grantee with regard to this Easement.

5. Changes to Grantor Parcel. Grantor reserves the right to alter, modify, reconfigure, relocate and/or remove the driveways and accessways that exist on the Grantor Parcel from time to time, subject to all laws, provided that no changes to same will materially interfere with the easement rights granted in Section 1.

Grantor rights under this Section include, but are not limited to: temporarily, obstruction or closing off

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWIC)

 The foregoing instrument was acknowledged before me this ____ day of _____,
2011, by _____, the _____ of city of Wichita, Kansas, [a Wichita
municipal corporation].

Notary Public

My Commission expires: _____

[SEAL]

APPROVAL TO FORM:

Gary Rebenstorf
Director of Law

EXHIBIT A

LEGAL DESCRIPTION

Lot 4, Park Plaza Addition to the City of Wichita, Sedgwick County, Kansas, commonly known as 503 North Maize Road, Wichita, Kansas.

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Supplemental Agreement for Design Services for 119th Street West, between Pawnee and Kellogg (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Approve the supplemental agreement.

Background: On August 19, 2008, the City entered into an agreement with Professional Engineering Consultants, P.A. (PEC) to design improvements for 119th Street West, between Pawnee and Kellogg. The fee was \$193,000.

Analysis: Due to an impasse in the City's right-of-way negotiations with a property owner, plan modifications are required to provide all proposed improvements within the existing right-of-way. The design of the project had progressed assuming the proposed right-of-way would be acquired, thus expediting the start of construction in 2011. This includes revisions to the storm sewer, paving details (including sidewalk location), and water main plans. In addition, the same proposed water main shall be realigned in the south half-mile of the project to accommodate relocation of an existing SemCrude petroleum line in private easement. Moving the water line will save the City considerable cost for relocating the SemCrude line. A Supplemental Agreement has been prepared to authorize the additional design services.

Financial Considerations: Payment to PEC for this supplemental agreement will be made on a lump sum basis of \$19,848, and will be paid by General Obligations Bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through an important transportation corridor.

Legal Considerations: The supplemental agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental agreement.

SUPPLEMENTAL AGREEMENT
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 19, 2008
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated August 19, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **119TH STREET WEST, PAWNEE TO KELLOGG** (Project No. 472 84694, OCA No. 706988).

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Scope of Services – Plan Modifications
(see Exhibit "C")

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement will increase the total contract by **\$19,848.00.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2011.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ATTEST:

Supplement 1
114th Street from Riverdale to Kellogg
Use of Waterline

Project Modifications Description:

Plan Modification is due to an increase in the City's right-of-way regulations with the Fox Kern property (A1-BH1-1) from Station 221+50 to Station 236+83.50.

Pavement & Drainage Portion		PM	PF	CF	DT	D	Survey	C&G	Totals
	Miles	122	128	68	75	34	190	16	
Plan Sheet Modification (8)	1	2	1	3				3	\$700
Construction Requirements Modification (8)	1	1		2				5	\$-88
Redesign of storm sewer system (80)	1	3	1					0	\$138
Modification of SWG plan/proposal sheet (80)	1	1		2				5	\$40
Revised Detail of Easement (1)		1							\$170
Quantity computation for earthwork (1)	1	2		2				3	\$-88
Landscape Plan and quantity (1)	1	1		1				5	\$302
Signage and Marking plan and list (1)						1			\$175
Traffic control plan modification (1)		1		1		1		2	\$270
Utility Section survey (8)	1	3	1	1		1		2	\$500
Measure & reestablish by computer plan (1)	2	2	2	2				1	\$1,210
Coordination of Turkey Creek plan (1)	5							0	\$800
Total Manhours		12	17	3	29	0	0	20	
Design Fee									\$6,400
Direct Expenses (printing & utility permits)									\$500
Total Fee - Pavement & Drainage Portion									\$6,900

Waterline Portion		PM	PF	CF	DT	D	Survey	C&G	Totals
	Miles	22	109	50	78	34	190	16	
Waterline redesign around Cambridge Case (12)	10	2	12	12	20	30		60	\$2,040
Waterline redesign around Kern Property (8)	4	0	8	8	8	10		28	\$4,760
Total Manhours		10	19	20	28	40	0	88	
Design Fee									\$12,944
Direct Expenses									\$0
Total Fee - Waterline Portion									\$12,944
Grand Total									\$19,848

1200 - Projected to Kellogg Supplement 1200

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 1: Water Treatment Plant and River Intake Project
(All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Approve the change order.

Background: On April 21, 2009, the City Council approved a contract with ABC Partners to construct a water treatment plant and intake structure on the Little Arkansas River. Pre-start up testing of the system is scheduled to begin this spring. Associated projects necessary for the plant start up were delayed last year when bidding was put on hold for a re-evaluation of the total Aquifer Storage and Recharge project. These included electrical supply to the plant and a maintenance building to house a computer server to operate the plant. A change order has been prepared for the cost of the additional work needed to allow the testing to begin as planned.

Analysis: The work consists of a temporary power line from an existing Westar transformer station to distribute power to building components of the treatment plant. Upon installation of permanent power lines, the temporary lines will belong to the City as salvage. The computer server system will be temporarily located in a treatment plant building.

Financial Considerations: The total cost of the additional work is \$119,711, with the total paid by the Water Utility. The original contract amount is \$73,338,950. This change order represents 0.2% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing a needed water supply.

Legal Considerations: The Law Department has approved the change order as to legal form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendation/Action: It is recommended that the City Council approve the change order and authorize the necessary signatures.

Attachments: Change order.



PUBLIC WORKS-ENGINEERING

January 10, 2011
CHANGE ORDER

To: ABC Partners

Project: ASR Bid Packages A1 Surface
Water Treatment Plant and River Intake
Design/Build Project
Project No.: BP A1
OCA No.: 633971
PPN: 788013

Change Order No.: 001

Purchase Order No.: 930553

CHARGE TO OCA No.: 633971

Please perform the following extra work at a cost not to exceed **\$119,711.13**

Additional Work:

1. To distribute and remove temporary power to permanent transformers at various structures for prestart-up functional testing including the material for the temporary power.
2. To develop a temporary server room in the membrane building on the Surface Water treatment plant (SWTP) site which will be in place until the permanent server room is ready in the new Well Field Maintenance facility (WFMF).

Reason for Additional Work:

1. Delays to ASR projects that provide permanent power to the SWTP and River Intake.
2. Delay to the project that houses the permanent server equipment for the SWTP.

Item	Negot'd/Bid	Qty	Unit Price	Extension
1. Temporary Power	Negot'd	1LS	\$78,780.24	\$78,780.24
2. Prepare temporary Server room	Negot'd	1 LS	\$40,930.89	\$40,930.89

CIP Budget Amount: \$90,000,000.00

Original Contract Amt.: \$73,338,950.00

Consultant: RW Beck

Current CO Amt.: \$119,711.13

Amt. of Previous CO's: \$0

Exp. & Encum. To Date: \$80,442,396.79

Total of ALL CO's: \$119,711.13

CO Amount: \$119,711.13

% of Orig. Contract / 25% Max: 0.2%

Unencum. Bal. After CO: \$9,437,892.08

Adjusted Contract Amt.: \$73,458,661.13

Recommended By:

Approved:

Deb Ary, P.E.
Water Prod. & Pump Superint.
Public Works & Utilities

Date

Jim Armour, P.E.
Construction Engineer
Co-Director of Public Works & Utilities

Date

Approved:

Approved as to Form:

Contractor

Date

Gary Rebenstorf
Director of Law

Date

By Order of the City Council:

Carl Brewer
Mayor

Date

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Acquisition of 1355 North Piatt for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed Public Works project to widen East 13th Street North from Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The road corridor improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 1355 North Piatt is improved with a single-family residence. The proposed road project impacts the improvements thus requiring a full acquisition. The improvements consist of a 1,200 square foot ranch house built in 1995. Said improvements will be razed and the remnant property will be maintained as open space.

Analysis: The owner agreed to accept the appraised value of the property at \$72,500 together with the relocation supplement of \$20,400 for a total of \$92,900. The owner is eligible for an additional \$1,600 for moving. This amount will be paid to the owner upon completion of the move.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$108,500 is requested. This includes \$92,900 for the acquisition and \$2,000 for title work and other administrative fees, \$1,600 for moving and \$12,000 for demolition.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Accept the easements and 2) Approve the budget.

Attachments: Permanent easement, temporary construction easement, tract map and aerial map.

PROJECT:

13th Street North

DATE:

January 25, 2011

COUNTY:

Sedgwick

TRACT NO.:

125

THE CITY OF WICHITA, KANSAS

**CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED**THIS AGREEMENT Made and entered into this 25th day of January, 2011, by and between

Latisha L. Davis, a single person

1355 N. Platt Ave., Wichita, KS 67214

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 14,000 Sq. Ft. for Right of Way
 Damages including but not limited to all
 improvements and real property of the
 landowner:

\$ 92,900.00

TOTAL:

\$ 92,900.00

It is agreed to by the parties hereto that the consideration stated herein includes all benefits the seller is entitled to under K.S.A. 26-518, excepting \$2,400.00 for moving expenses.

The landowner(s) agree to vacate and surrender possession of the property within 30 days from the date of closing.

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: 
 Latisha L. Davis

THE CITY OF WICHITA

ATTEST:

By: Carl Brewer, Mayor
 By: Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Latisha L. Davis

If mortgage or other liens, show names of holders:
 CitiMortgage, Inc.

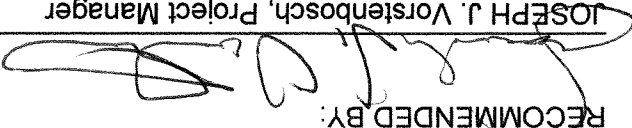
REMARKS:

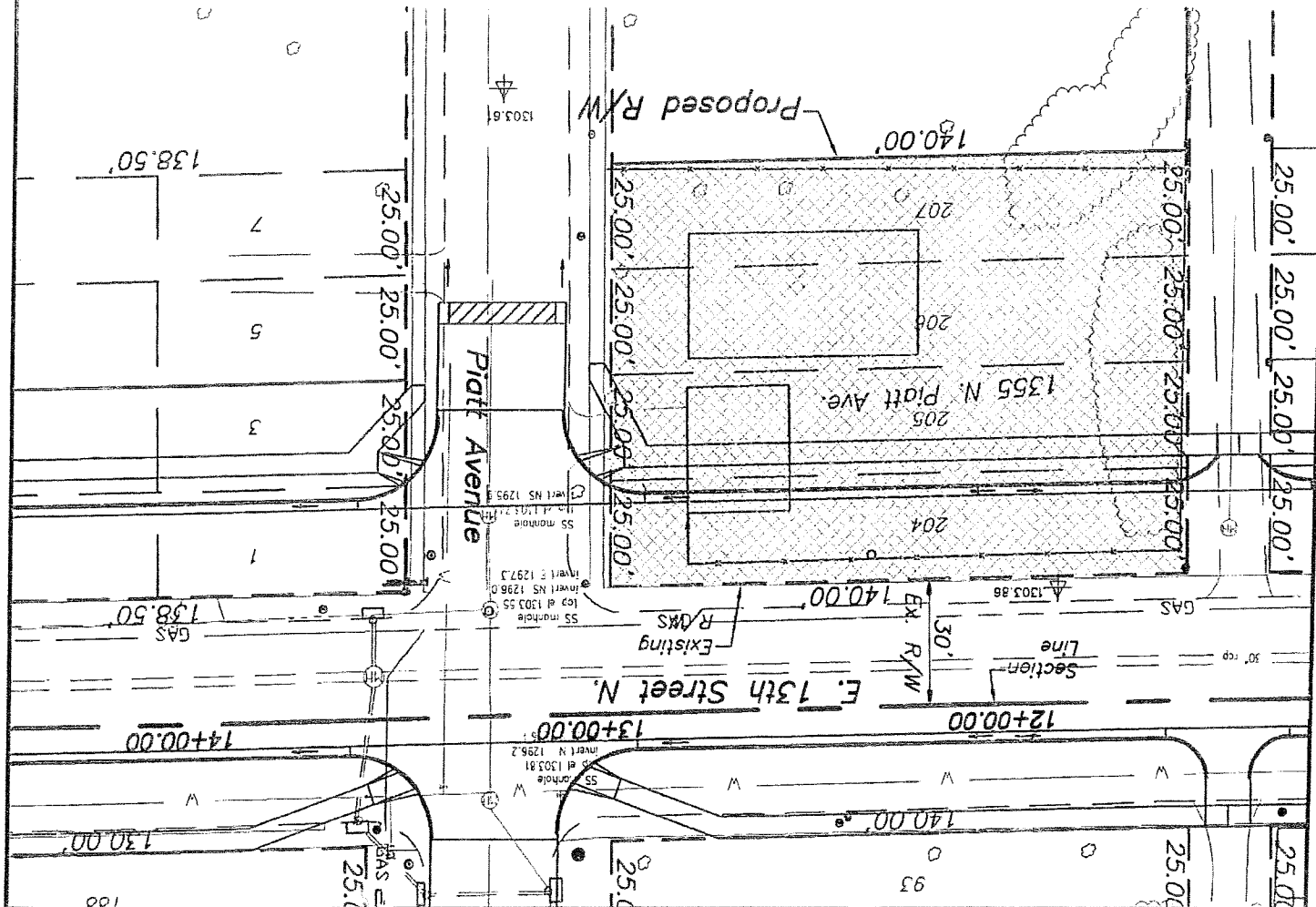
PIN/APN 125150220100100
 Security Title File Number 2000326

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:


 JOSEPH J. Vorstenbosch, Project Manager



PROPOSED R/W ACQ. LEGAL:

All of Lots 204, 205, 206, & 207, Rosenthal's 2nd Addition, an addition to Wichita, Sedgwick County, Kansas.

TAX KEY #: C01066

R/W ACQUISITION SIZE: 14,000 sq. ft.
PROPOSED R/W ACQUISITION

TRACT MAP

13th STREET
HYDRAULIC AVENUE TO OLIVER

LATTISHA DAVIS
SEC 15-127-R1E

Tract No. 125

SCALE: 1" = 40'



This is an aerial map of a residential neighborhood in Minneapolis, MN. The map is oriented with North at the top. A scale bar at the top left indicates distances from 0 to 200 feet. The map shows a grid of streets with lot numbers ranging from 1301 to 1427. A north arrow is located in the bottom right corner.

The map includes the following information:

- Scale:** 0 to 200 feet.
- Streets:** N PIATT AVE, E 13TH ST, N MINNESOTA AVE.
- Lot Numbers:** 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427.
- North Arrow:** Located in the bottom right corner.

385

CITY OF WICHITA
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Construction Easement at 3244 South Seneca for the South Seneca, 31st Street South to Interstate 235 Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 6, 2010, the City Council approved the design concept and the funding to acquire right-of-way for the Seneca Street improvement project between 31st Street South and Interstate 235. The roadway will be widened to five lanes with four through lanes and a center, two-way turn lane. There will be new sidewalks on each side of Seneca. The traffic signals and the drainage system will be upgraded during construction. It is necessary to obtain a temporary easement from the residential property at 3244 South Seneca to facilitate construction. The temporary easement consists of 500 square feet. No improvements are impacted as a result of the project.

Analysis: The required temporary construction easement is at the driveway of 3244 South Seneca. The easement will allow the matching of the driveway grade with the newly constructed road. The seller agreed to convey the necessary easement for \$100; the established minimum offer.

Financial Considerations: The funding source for the acquisition is General Obligations Bonds. A budget of \$150 is requested. This includes \$100 for the acquisition area and \$50 for closing costs and related charges.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

Legal Considerations: The Law Department has approved the temporary construction easement as to form.

Recommendation/Action: It is recommended that the City Council accept the easement and approve the budget.

Attachments: Aerial map, tract map and the temporary construction easement.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 29 day of Jan, 2011, by and between Loyd and Barbara Beveal, husband and wife, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH: That the said Grantor, in consideration of the sum of One Hundred Dollars and No Cents (\$100.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way, over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

As temporary construction easement:

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The South 22 feet of the North 40 feet of the West 20 feet of Lot 3, Cumley's Addition, Sedgwick County, Kansas; ALONG with the North 3 feet of the West 20 feet of said Lot 3.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at three years from execution of said document, whichever comes first.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

Loyd Beveal
Loyd Beveal

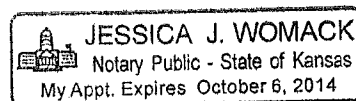
Barbara R. Beveal
Barbara Beveal

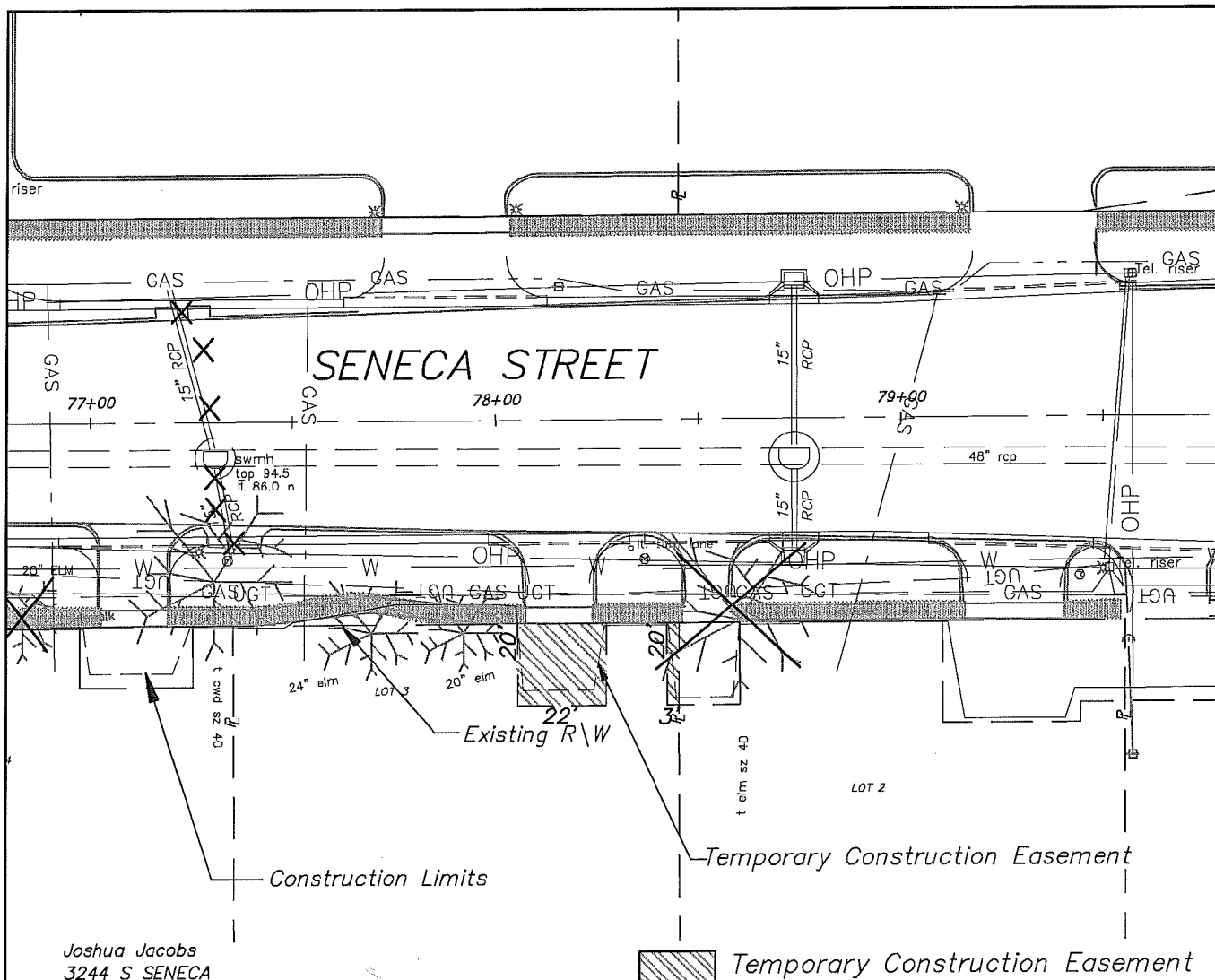
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on 29 day of January, 2011 by Loyd Beveal and Barbara Beveal, husband and wife.

My Commission Expires: 10-6-14

Jessica J. Womack
Notary Public





Proposed Temporary Construction Easement Legal Description:

A tract of land lying in the Northwest Quarter, Section 8, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas more particularly described as follows:

The South 22 feet of the North 40 feet of the West 20 feet of Lot 3, Cumley's Addition, Sedgwick County, Kansas; ALONG with the North 3 feet of the West 20 feet of said Lot 3.

Tax Key # D 10739

Proposed Right-of-way Acquisition Size: 500 Sq. Ft. +/-

SENECA STREET
I-235 TO 31st STREET
TRACT MAP
JOSHUA JACOBS
SEC 8-T28S-R1E



SCALE: 1"=40'

May 03, 2010

5344B

5444C

W 31ST STS

3201

1021

3220

3221

3209

3219

3217

3200

5343A

5303

3234

5443D

3245

3249

3254

3255

3300

W 32ND STS

S SENECA ST

S MAIN ST

0 40 80 160ft

Printed: 2/1/2011 2:55:12 pm
Powered By GeoSmart.net

CITY OF WICHITA

CITY OF WICHITA GIS

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**CITY OF WICHITA
City Council Meeting**

February 15, 2011

TO: Mayor and City Council Members

SUBJECT: Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment.

Background: This claim arose from an incident on November 17, 2009, in which a person, utilizing a wheelchair, fell in a hole which had been created by the Water Utilities; the warning tape had either been removed or was not visible when he fell.

Analysis: The claimant has offered to accept a lump sum payment of \$12,822.35, the cost of a replacement wheelchair and sales tax, as settlement of his claim against the City. Because of the uncertainty of trial and the risk of an adverse judgment, the Law Department recommends acceptance of the offer.

Financial Considerations: Funding for this settlement payment is from the City's Tort Claims Fund.

Goal Impact: Payment of the sum contributes to the City goal of providing a Safe and Secure Community and infrastructure. It provides certain resolution to a contingent liability.

Legal Considerations: The Law Department recommends acceptance of the offer of settlement.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$12,822.35, as a full settlement of all possible claims which were made or could have been made in the claim.

Attachments: None.

**City of Wichita
City Council Meeting
February 15, 2011**

TO: Mayor and City Council

SUBJECT: Asset Management Agreement

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On September 25, 2001, the City Council approved the purchase of the Hyatt Regency Wichita Hotel. The City became the sole owner of the Hyatt Regency Wichita and assumed responsibility for oversight over various operational and financial areas with respect to management of the Hyatt. Day-to-day management of the hotel is contracted to the Hyatt Hotel Corporation. To provide expert assistance in the oversight of hotel management activities, the City engaged the services of PKF Consulting to serve as the City's Hotel Asset Manager. The term of the PKF Consulting asset management contract expired at the end of 2010.

Analysis: Asset management is defined as the oversight of the long-term value of the hotel as a real estate entity, while maintaining the business value and profitability of the operations of the hotel. The asset manager is an agent of the hotel owner (the City) and provides a knowledgeable and experienced interface between the owner and the management company. The asset manager makes recommendations to the hotel owner concerning performance and improvements relative to the management of the hotel, capital budgets, the condition of the physical plant, financial reporting, monitoring of the contract compliance, and so on.

Colliers PKF Consulting USA (previously PKF Consulting) has served as the City's principal advisor on its dealings respecting the Hyatt Regency Hotel, going back to the original market feasibility study and selection of the hotel developer and in completing the transfer of ownership. Colliers PKF has visited the property on a quarterly basis and met with hotel management personnel (and the City) to evaluate operations and progress with any changes, capital improvement projects, etc. and reviewed in detail the financial performance of the hotel.

Colliers PKF is a national leader in the field of hospitality consulting services, with offices in most major cities in the U.S. G. Randle (Randy) McCaslin is the Vice President and Practice Leader in charge of the Houston Office of Colliers PKF and has been involved with the Hyatt Regency Wichita project since 2006. Mr. McCaslin and his firm have rendered valuable service as the City's Hotel Asset Manager. Colliers PKF has been involved in projects such as the room remodel as well as the promenade area connecting Century II. Mr. McCaslin also provided valuable advice to the City and the hotel during the recent recession to help maintain profitability during a difficult period.

Under the terms of the contract renewal, it is proposed that Colliers PKF will evaluate monthly operating and financial results, follow up with management to determine the reasons for material variances, visit the property on a quarterly basis and meet with hotel management personnel (and the City) to evaluate operations and progress with any changes, capital improvement projects, etc. and annually will evaluate the Market Plan, Annual Plan and the Capital Budget. The proposed term of the renewed engagement of Colliers PKF as the Hotel Asset Manager is for a two year term ending December 31, 2012.

Financial Considerations: The proposed compensation for on-going hotel asset management services from Colliers PKF is \$4,000 per month, plus expenses at cost (no mark up). The source of funding of the City's hotel asset management costs will be from hotel operating cash flow.

Goal Impact: The Internal Perspective is advanced with an independent review of all financial and operational transactions involving the Hyatt Regency Wichita Hotel.

Legal Considerations: The proposed agreement for hotel asset management services has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the agreement for hotel asset management services with Colliers PKF Consulting USA and authorize necessary signatures.

Attachments:
Colliers PKF Consulting USA Asset Monitoring Service contract.

January 1, 2011

Ms. Kelly Carpenter
Director of Finance
City of Wichita
455 North Main 12th Floor
Wichita, KS 67202

Re: Asset Management Assignment for the Hyatt Regency Wichita Hotel

Dear Ms. Carpenter:

We are pleased to present this engagement letter to you to perform various Asset Management services for the two-year period January 1, 2011 through December 31, 2012 relative to the Hyatt Regency Wichita Hotel.

Objective and Scope of Services

The objective of this engagement will be to act as the City of Wichita's Asset Management Representative in providing professional assistance in operational, financial and marketing oversight of the Hyatt Regency Wichita Hotel. Our goal will be to assist you in providing the City with strategic direction in order to maximize cash flow and better position the subject hotel property. The scope of such services will include the following:

- Review monthly property performance with the property management team and ownership:
 - Financial statements
 - Capital expenditure plan progress
 - STAR Report performance
 - A/R and cash position
 - Room and banquet pace report
- Attend periodic Owner's Meetings, including meetings with ownership and property management; review of property physical status; observation of operations; review of financial, marketing and other presentations prepared by management; observation of capital expenditure programs; and discussion of issues and opportunities.
- Follow up with property management on issues and concerns as identified by the City.
- Review and evaluate the annual operating budget, marketing plan and capital expenditure budget.

Timing

Consulting services will be performed on a timely basis, noting the desire to improve property performance in the short run to improve the likelihood of third party investment or purchase and maximize cash flow. Either party may discontinue this engagement for any reason with 30 days written notice to the other party. Unless discontinued as above or otherwise adjusted as agreed to by both parties in writing, this engagement will end as of December 31, 2012.

Professional Fees

Consulting fees will be invoiced at a fixed rate of \$4,000 per month beginning with January 2011. All out-of-pocket expenses associated with these efforts will be invoiced without markup.

Invoices will be rendered every 30 days as the work progresses and are payable upon presentation. If you decide to discontinue the engagement for any reason, our fee will be based on a pro rata portion of the month's fee to the date of cancellation.

Limiting Conditions

We will not ascertain the legal and regulatory requirements applicable to this project, including state and local government regulations, permits and licenses. Further, no effort will be made to determine the possible effect on this project of present or future federal, state, or local legislation including environmental or ecological matters or interpretations thereof.

We will be required to rely on information furnished by other individuals or found in previously existing records and/or documents. Unless otherwise indicated, such information is presumed to be reliable. However, no warranty, either express or implied, is given for the accuracy of such information and Colliers PKF assumes no responsibility for information relied upon that is later found to have been inaccurate. We reserve the right to make such adjustments to the analyses, opinions and conclusions provided to you as may be required by consideration of additional data or more reliable data that may become available.

Any financial analyses we perform will be based on estimates, assumptions and other information developed from our research of the market, knowledge of the industry and meetings with property representatives during which we will be provided with certain information. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore the actual financials results achieved during the period under consideration will vary from our estimates and the variations may be material. Improvements in property operating performance cannot be guaranteed.

Our role and responsibilities are limited and we shall not be responsible for the day-to-day management of the subject hotel, which will be the sole responsibility of Hyatt Hotels Corporation.

Ms. Kelly Carpenter
January 1, 2011
Page 3

Colliers PKF and G. Randle McCaslin shall be indemnified per the attached indemnification and be additional insureds on all liability insurance policies related to the subject property and association entities for the duration of this engagement.

Acceptance of Proposal

Please sign and return the enclosed copy of this letter and the attached Indemnification Agreement as authorization for us to proceed. We have enjoyed working with you and your associates to-date and we appreciate the opportunity to present this extension of services to you. We look forward to working with you and your team in your efforts to enhance the cash flow and protect the asset of the Hyatt Regency Wichita Hotel.

Respectfully submitted,

Colliers PKF Consulting USA



G. Randle McCaslin
Vice President / Practice Leader

ACCEPTED BY:

Signature

Name Printed

Title

Date

INDEMNIFICATION AGREEMENT

The City of Wichita ("Owner"), hereby agrees to indemnify and hold Colliers PKF Consulting USA and G. Randle McCaslin (individual) (the foregoing entities and individuals being hereinafter called "Asset Managers") free and harmless from all loss, liability or cost (including reasonable attorneys' fees) which Asset Managers may sustain, incur or assume as a result of, or relative to, any allegations, claim, proceeding, charge or prosecution (collective "Claims") which may be alleged, made, instituted or maintained against Asset Managers or Owners, jointly or severally, arising out of or based upon the ownership, management, operation, condition or use of the facility known as the Hyatt Regency Wichita Hotel (the "Hotel"), including without limitation, injury to persons and damage to property or business by reason of any cause whatsoever in and about the Hotel or elsewhere, and any requirement or award relating to course of employment, working conditions, wages and/or compensation of employees or former employees at the Hotel, regardless of whether such injury or damage is caused by negligence on the part of the Asset Managers, their agents, employees or independent contractors; provided, however, Owners shall not be liable to indemnify and hold Asset Managers harmless from any such loss, liability, cost or Claim which is determined to have resulted from the gross negligence or willful misconduct of Asset Managers, or any of them, or their agents, employees or independent contractors. This indemnification shall apply to all Claims arising out of causes occurring during the period covered by the engagement between Owners and Asset Managers, namely January 1, 2011 through December 31, 2012.

Owner: _____

By: _____

January 1, 2011

Ms. Kelly Carpenter
Director of Finance
City of Wichita
455 North Main 12th Floor
Wichita, KS 67202

Re: Asset Management Assignment for the Hyatt Regency Wichita Hotel

Dear Ms. Carpenter:

We are pleased to present this engagement letter to you to perform various Asset Management services for the two-year period January 1, 2011 through December 31, 2012 relative to the Hyatt Regency Wichita Hotel.

Objective and Scope of Services

The objective of this engagement will be to act as the City of Wichita's Asset Management Representative in providing professional assistance in operational, financial and marketing oversight of the Hyatt Regency Wichita Hotel. Our goal will be to assist you in providing the City with strategic direction in order to maximize cash flow and better position the subject hotel property. The scope of such services will include the following:

- Review monthly property performance with the property management team and ownership:
 - Financial statements
 - Capital expenditure plan progress
 - STAR Report performance
 - A/R and cash position
 - Room and banquet pace report
- Attend periodic Owner's Meetings, including meetings with ownership and property management; review of property physical status; observation of operations; review of financial, marketing and other presentations prepared by management; observation of capital expenditure programs; and discussion of issues and opportunities.
- Follow up with property management on issues and concerns as identified by the City.
- Review and evaluate the annual operating budget, marketing plan and capital expenditure budget.

Ms. Kelly Carpenter
January 1, 2011
Page 2

Timing

Consulting services will be performed on a timely basis, noting the desire to improve property performance in the short run to improve the likelihood of third party investment or purchase and maximize cash flow. Either party may discontinue this engagement for any reason with 30 days written notice to the other party. Unless discontinued as above or otherwise adjusted as agreed to by both parties in writing, this engagement will end as of December 31, 2012.

Professional Fees

Consulting fees will be invoiced at a fixed rate of \$4,000 per month beginning with January 2011. All out-of-pocket expenses associated with these efforts will be invoiced without markup.

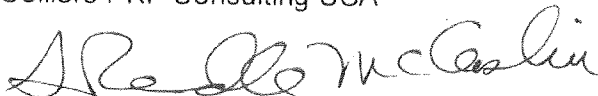
Invoices will be rendered every 30 days as the work progresses and are payable upon presentation. If you decide to discontinue the engagement for any reason, our fee will be based on a pro rata portion of the month's fee to the date of cancellation.

Acceptance of Proposal

Please sign and return the enclosed copy of this letter as authorization for us to proceed. We have enjoyed working with you and your associates to-date and we appreciate the opportunity to present this extension of services to you. We look forward to working with you and your team in your efforts to enhance the cash flow and protect the asset of the Hyatt Regency Wichita Hotel.

Respectfully submitted,

Colliers PKF Consulting USA



G. Randle McCaslin
Vice President / Practice Leader

ACCEPTED BY:

Signature

Name Printed

Title

Date

The above instrument approved as to form.

WITNESSED this 7th day of February, 2011


Mary E. Rutenber, City Attorney

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments (All Districts)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve the assessments and ordinance.

Background: The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

Analysis: State law and City ordinances allow placement of the lot cleanup and for mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Goal Impact: Nuisance abatement activities support the goal of Core Area and Vibrant Neighborhoods by cleaning properties that are detrimental to Wichita neighborhoods.

Legal Considerations: These assessments are in accordance with Chapters 7.40.050, 7.40.060 and 8.01.065 of the City Code. This agenda report has been reviewed and approved by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property List for Special Assessments

District

C-16470-0002	162106	1626 N Glendale	\$123.00	1
C-09719	154421	912 N Terrace	\$123.00	1
C-00473	135408	207 N Spruce St	\$246.00	1
C-07039-000B	151567	2223 S Kansas Ave	\$123.00	3
B-01541	120115	1611 N Topeka Ave	\$246.00	6
B-0636-0001	125348	2127 S Washington St - V/L	\$123.00	3
B-04728	123809	411 E Indianapolis St - V/L	\$246.00	1
B-05639	124824	1903 S Mosley Ave	\$246.00	3
C-03280	139344	1701 N Lorraine St	\$123.00	1
B-08826	128880	2057 S St Francis Ave	\$246.00	3

C-02646-0002	138556	641 N Poplar - V/L	\$123.00	1
C-00590	135557	927 N Piatt Ave	\$246.00	1
C-13670	159399	1022 N Pershing Ave	\$246.00	1
C-00988-0001	136121	1202 N Minnesota	\$123.00	1
B-03733	122647	1454 N New York Ave - V/L	\$123.00	1
C-03606	139728	1607 N Estelle - V/L	\$246.00	1
D-00646	199227	1126 W Dayton Ave	\$246.00	4
C-00843	135932	1138 N Ash - V/L	\$123.00	1
C-19122	164784	1927 E Looman St - V/L	\$123.00	1
C-29541	174898	3053 S Sayles Ave	\$123.00	3
A-07251	107605	1947 S Water St	\$246.00	3
C-08123-0001	152743	656 S Estelle Ave	\$123.00	1
C-00422	135352	255 N Grove - V/L	\$123.00	1
C-29914	175276	3187 S Davidson	\$246.00	3
D-15694	216879	3229 S Mt Carmel Ave	\$123.00	4
B-10231	130470	2008 S Greenwood Ave	\$123.00	3
A-13900	113939	2817 N Sedgwick Ave	\$123.00	6
B-09319	129544	2309 S Greenwood Ave	\$123.00	3
A-14789	114950	3427 N Meridian Ave	\$123.00	6
C-00327-0001	135165	301 N Spruce Ave	\$123.00	1
C-00491	135429	212 N Madison - V/L	\$246.00	1
C-20199	165791	1702 N Pershing St	\$123.00	1
C-29711	175073	3087 S Yale St	\$123.00	3
B-03364	122194	V/L S of 1108 N Mathewson	\$123.00	1
C-36756	181720	314 N Piatt - V/L	\$383.00	1
B-03366	122196	1116 N Mathewson Ave - V/L	\$246.00	1
B-03344-0002	122171	1111 N Mathewson Ave	\$123.00	1
D-06111-000X	206540	5002 W Douglas	\$123.00	4
A-14777	114938	2625 W 35th St N	\$123.00	6
A-14806	114967	2524 W 36th St N	\$123.00	6
D-17496	218700	708 N Anna	\$123.00	6

C-30839-0001	176133	2640 N Vassar	\$246.00	1
C-13520	159193	3028 E Maplewood Dr - V/L	\$123.00	1
C-27019	172451	8027 E Lynwood Blvd	\$123.00	2
C-16736	162428	1402 N Harding	\$123.00	1
C-01006	136141	1316 N Kansas - V/L	\$123.00	1
C-07551	152163	802 S Bluff St	\$123.00	3
C-29058	174404	3829 E Roseberry St	\$123.00	3
A-06041	106272	1012 S Market St	\$123.00	1
A-01220	100486	1300 N Waco Ave	\$246.00	6
B-01646	120232	1451 N St Francis Ave	\$123.00	6
C-03123	139134	1036 N Poplar St	\$246.00	1
B-01546	120120	V/L NW of 16th & Topeka	\$123.00	6
C-04752	141014	1913 N Erie Ave	\$246.00	1

C-03292	139364	1644 N Lorraine St	\$123.00	1
C-03278	139340	1641/1643 N Lorraine St	\$123.00	1
D-30444	231572	1330 S Keith Ave	\$130.00	5
D-06815-0013	207685	411 S Leonine Rd	\$123.00	4
D-02890	202101	1932 S Sedgwick St	\$123.00	4
D-02774	201940	1756 S Sedgwick Ave	\$123.00	4
D-12901	214095	2621 S Everett St	\$123.00	4
D-07354	208257	1332 W Lydia Ave	\$123.00	4
A-07327	107684	2051 S Main St	\$123.00	3
D-25629	226452	4626 S Laclede Ave	\$246.00	4
C-30331	175689	1505 S Terrace Dr	\$246.00	3
C-08830-00A2	153512	1523 N Estelle - V/L	\$246.00	1
D-05145	205188	443 N Clayton Ave	\$123.00	6
A-03971	103495	1107 N Woodrow Ave	\$123.00	6
C-29715	175077	V/L N of 3065 S Yale	\$123.00	3
D-02117	201116	803 W Munnell Ave	\$246.00	4
C-22379	167867	2627 S Rose Marie Ct	\$246.00	3
C-35140	179979	4863 S Madison Ave	\$260.00	3
C-30035	175401	1109 S Terrace Dr	\$123.00	3
D-02116	201115	807 W Munnell Ave	\$123.00	4
C-26450	171879	2315 S Dellrose	\$123.00	3
D-29120	230111	5004 W Robinson	\$123.00	6
C-29279	174630	3981/3991 E Whitney Ln	\$123.00	3
C-03555	139648	1600 N Poplar	\$123.00	1
B-08445	128206	1635 S Ida	\$123.00	3
D-35230-0001	236791	6704 W O'neil	\$123.00	5

D-00427	198749	828 University - V/L	\$43.00	4
---------	--------	----------------------	---------	---

A-08679-070C-0002	109455	V/L E of 2849 Arkansas	\$288.00	6
C-29211	174558	3345 E Roseberry Ct - V/L	\$246.00	3
C-29236	174583	2748 S Vassar Ct - V/L	\$246.00	3
B-05715	124907	1614 S Santa Fe Ave -V/L	\$123.00	3
B-05713	124905	1604 S Santa Fe Ave - V/L	\$246.00	3
D-09121	210259	129 S Tracy St	\$123.00	4
C-29674	175035	2948 S Clifton - V/L	\$246.00	3
C-29846	175208	4031 E Stearman - V/L	\$123.00	3
D-11687	212855	V/L S of 516 N Clara	\$123.00	4
C-25413-0001	170816	1624 S Rutan St	\$123.00	3
C-05681	141990	417 S Chautauqua	\$123.00	1
C-21021	166436	2413 N Poplar St	\$123.00	1
C-21047	166462	2361 N Poplar St - V/L	\$246.00	1
C-19165	164827	2444 N Minnesota	\$123.00	1
C-02784	138764	1241 N Green Ave	\$246.00	1
C-02808	138791	1258 N Green Ave - V/L	\$246.00	1

C-13913	159648	1529 N Matlock Dr	\$123.00	1
C-03208-0001	139245	1627 N Erie Ave	\$246.00	1
C-03562-0001	139656	1708 N Estelle Ave	\$246.00	1
C-01309-000A	136632	1622 N Kansas	\$123.00	1
C-20976	166391	2402 N Green – V/L	\$123.00	1
C-03300	139374	1732 N Lorraine St - V/L	\$246.00	1
C-24410	169871	2649 N Spruce St	\$246.00	1
C-20307	165898	1620 N Terrace	\$123.00	1
C-03118	139129	2526 E 9th St	\$246.00	1
B-08528-0001	128319	2222 S Washington Ave - V/L	\$123.00	3
B-08371-0001	128087	1923 S Greenwood - V/L	\$123.00	1
D-11688	212856	500 N Clara St - V/L	\$246.00	4
C-30122	175488	4219 E Boston Dr	\$246.00	3
D-02936	202156	1330 S Bonn	\$123.00	4
D-54026	483395	4628 S Edwards Cir - V/L	\$123.00	4
B-06923	126460	427 S Pattie	\$123.00	1
D-00373-00UP	198613	5507 S Seneca - V/L	\$343.00	4
C-01228-0001	136488	1528 N Spruce St	\$123.00	1
C-01222-000A	136459	1718 N Spruce St	\$123.00	1
C-01209	136440	1611 N Spruce - V/L	\$246.00	1
C-20966	166381	2547 E Raleigh - V/L	\$123.00	1
C-24418	169879	2601 N Spruce St	\$246.00	1
C-00993	136126	1330 N Hydraulic - V/L	\$123.00	1
C-20809	166224	2535 N Chautauqua St - V/L	\$246.00	1
C-03567	139682	V/L N of 1622 N Grove	\$123.00	1
C-01264-0001	136545	V/L N of 1425 N Grove	\$123.00	1
C-01260	136536	1513 N Grove St - V/L	\$246.00	1
C-40372	186119	2214/2210 E 13th St N	\$130.00	1
C-01375	136773	1458 N Minnesota St	\$123.00	1
D-41479	244229	707 N Golden Hills	\$288.00	5
D-60441	549620	V/L of Hazelwood & Northshore	\$465.00	5
C-01299	136612	1725 N Hydraulic Aka 1720 N Hydraulic	\$260.00	1
C-29860	175222	4117 E Dunham Ave	\$123.00	3
C-29864	175226	4157/4165 E Dunham Ave	\$123.00	3
C-29745	175107	3127 S Davidson St	\$246.00	3
B-10740	130988	1625/1627 E Jump Ave	\$123.00	3
C-55108	484494	7010 S Green St - V/L	\$356.00	3
B-05714	124906	V/L 2 S of 701 E Harry	\$246.00	3

C-24668	170104	2320 N Volutsia - V/L	\$123.00	1
C-09760	154466	900 N Crestway St	\$123.00	1
C-11958	157578	2026 E Random Rd - V/L	\$123.00	1
B-02578	121240	357 N Pennsylvania St	\$123.00	1
C-11915	157535	2326 E Mossman - V/L	\$246.00	1

C-44851-0001	191723	3207 E Chatfield Pl	\$123.00	2
C-41089	187051	2441 S Dalton	\$123.00	2
B-07148	126712	1307 E Orme	\$123.00	1
B-08000	127650	1523 S Pattie Ave	\$123.00	1
C-56425	498147	V/L 1 S of 8621 E Scragg Cir	\$123.00	2
C-56382	498104	V/L S of 8734 E Blade Ct	\$123.00	2
C-56388	498110	V/L N of 8706 Millrun St	\$123.00	2
C-56379	498101	V/L 2 NE of 8701 E Millrun	\$123.00	2
C-56380	498102	V/L 3 NE of 8701 E Millrun	\$123.00	2
C-01073	136225	1307 N Piatt Ave - V/L	\$123.00	1
C-01065	136216	1200 N Minnesota Ave - V/L	\$123.00	1
C-01030	136172	V/L NE corner of Minneapolis & E 12th St N	\$123.00	1
C-01042	136185	1253 N Minnesota - V/L	\$123.00	1
B-03560	122421	V/L S of 1247 N Wabash	\$123.00	1
A-01224	100490	1320 N Waco Ave	\$123.00	6
C-02737-0001	138707	1227 N Poplar Ave - V/L	\$123.00	1
C-02735-0001	138704	1243 N Poplar Ave	\$246.00	1
C-02729	138693	V/L N of 1333 N Poplar	\$123.00	1
C-02766	138744	V/L N of 1148 Poplar	\$123.00	1
C-03176	139199	1128 N Poplar	\$246.00	1
C-03175	139198	1122 N Poplar	\$246.00	1
C-02837	138820	V/L S of 1253 N Estelle	\$123.00	1
C-02913	138901	1256 N Volutsia St - V/L	\$246.00	1
C-01453-000A	137030	1922 N Minnesota Ave	\$123.00	1
C-01521-0003	137245	2105 N Minnesota St - V/L	\$246.00	1
C-41139	187101	8503 E Scott	\$123.00	2
C-30415	175752	8108 E Gilbert St	\$246.00	2
D-05645	205914	1637 S Vine	\$123.00	4
D-02754	201908	1625 S St Clair Ave	\$123.00	4
C-03249	139302	1715 N Chautauqua Ave	\$123.00	1
C-03252	139305	1731 N Chautauqua St - V/L	\$123.00	1
D-19090-0001	220691	2725 W Crawford	\$123.00	4
D-04526	204312	429 N Dodge Ave	\$123.00	4
D-17410	218609	902 N Doris St	\$123.00	6
D-21513	222462	3325 S Elizabeth Ave	\$123.00	4
C-02544	138438	520 N Estelle St	\$246.00	1
C-03144	139161	1013 N Estelle St - V/L	\$246.00	1
C-20216	165808	1621 N Ken Mar Dr	\$246.00	1
C-05466	141767	140 S Erie Ave	\$123.00	1
D-34752	236259	747 W Lockwood	\$123.00	4
C-00894-00A2	135991	1305 N Grove St - V/L	\$123.00	1
C-22373	167861	2634 S Mason	\$123.00	3
D-15672	216858	3320 S Meridian Ave	\$123.00	4
D-02715	201838	1317 S Vine	\$123.00	4
C-25147	170586	2139 S Green St	\$123.00	3

A-07564	107947	1859 S Main St	\$123.00	3
C-17107	162901	1850 S Madison Ave	\$123.00	3
D-02775-005A	201948	1737 S St Clair Ave	\$123.00	4
B-05355	124504	1206 S St Francis - V/L	\$123.00	1
C-12760	158465	1502 N Volutsia Ave	\$123.00	1
C-01296	136600	V/L N of 1752 N Kansas	\$123.00	1
B-03993	122973	1858 N Pennsylvania Ave	\$123.00	1
B-03382	122211	1101 N New York	\$246.00	1
C-09598	154284	827 N Belmont	\$123.00	1
C-08359	152994	622 N Dellrose St	\$123.00	1
C-10660-0002	155606	4911 E Elm St - V/L	\$123.00	1
C-01388	136829	1954 N Ash - V/L	\$246.00	1
D-05184-0001	205301	333 N Gordon	\$123.00	6
D-02996-0001	202237	1528 S Sedgwick St	\$123.00	4

B-07632	127244	1004 E Bayley - V/L	\$246.00	1
D-46448	249428	2306 S Fieldcrest	\$123.00	4
C-16458-0002	162088	1626 N Oliver - V/L	\$246.00	1
C-02937	138926	1307 N Erie St	\$123.00	1
B-03025	121740	915 N Ohio Ave	\$43.00	1
C-25202	170641	V/L 4 N of RR Tracks in 700 block of N Minnesota	\$123.00	1
C-25203	170642	V/L 3 N of RR Tracks in 700 block of N Minnesota	\$123.00	1
C-02700-0001	138644	2701 E Mossman	\$123.00	1
C-02505-000B	138369	2524 E Mossman	\$123.00	1
C-25204	170643	V/L 2 N of RR Tracks in 700 block of N Minnesota	\$123.00	1
C-09661	154355	857 N Dellrose St	\$123.00	1
C-28640	173995	1217 N Spruce Ave	\$246.00	1
C-30110	175476	1208 S Terrace Dr	\$123.00	3
C-50323	197588	2714 E Conquest - V/L	\$123.00	1
B-09141	129357	2537 S Mosley Ave	\$123.00	3
D-42604	245466	11714 W Murdock	\$123.00	5
C-15362	160912	2718 E 10th St - V/L	\$246.00	1
D-31486	232891	1303 W 33rd St S	\$123.00	4
B-14925	484352	421 E 57th St S - V/L	\$123.00	3
A-05019-0001	105049	1929 N Payne Ave	\$123.00	6
C-06179	150515	2906 E Lincoln St	\$123.00	1
C-13303	158996	2503 E Stadium - V/L	\$246.00	1
B-12289	132446	1638 E Georgia Ave	\$123.00	3
C-10660-0003	155607	4907 E Elm St - V/L	\$123.00	1
C-13722	159455	942 N Glendale St - V/L	\$123.00	1
C-23032	168555	729 S Watson Ln	\$123.00	2
C-55956-0001	551452	1236 S Webb Rd - V/L	\$245.00	2
C-54329	481551	123 S Montbella St - V/L	\$123.00	2

C-54306	481528	247 S Grand Mere Ct - V/L	\$123.00	2
C-54307	481529	243 S Grand Mere Ct - V/L	\$123.00	2
C-54330	481552	121 S Montbella - V/L	\$123.00	2

D-34213	235662	1844 N Evergreen Ln	\$123.00	5
D-19263	220902	2320 W 13th St	\$123.00	6
C-00812	135895	1155 N Spruce Ave	\$123.00	1
C-00818-0001	135902	1123 N Spruce Ave - V/L	\$123.00	1
C-00759	135818	1021 N Spruce St	\$246.00	1
C-03352	139429	1432 N Lorraine Ave	\$123.00	1
C-08844	153541	3402 E Orchard St	\$123.00	1
C-25198	170637	V/L SW corner of Murdock & Minnesota	\$123.00	1
C-25199	170638	V/L 2 S of SW corner of Murdock & Minnesota	\$123.00	1
C-25200	170639	733 N Minnesota - V/L	\$123.00	1
C-25208	170647	V/L 2 S of 728 N Minnesota	\$123.00	1
C-25207	170646	V/L 3 S of 728 N Minnesota	\$123.00	1
C-25206	170645	V/L 4 S of 728 N Minnesota	\$123.00	1
C-02767	138745	1148 N Poplar Ave - V/L	\$123.00	1
C-07720-000C	152321	1842 N Poplar	\$123.00	1
C-25201	170640	731 N Minnesota - V/L	\$123.00	1
B-02819-0002	121514	V/L S of 726 N Minneapolis	\$123.00	1
C-04589	140780	1438 N Holyoke Ave	\$123.00	1
C-00742	135740	705 N Grove St - V/L	\$246.00	1
C-07719-0005	152315	1811 N Green	\$123.00	1
C-07719-0004	152314	1817 N Green	\$123.00	1
C-07719-000C	152309	1839 N Green	\$123.00	1
C-07719-000B	152308	1843 N Green	\$123.00	1
C-03529	139623	1452 N Estelle St - V/L	\$123.00	1
B-02853-0002	121552	V/L 2 East of Murdock & Minneapolis	\$123.00	1
D-01086	199980	702 S Edwards Ave	\$123.00	4
D-15040	216199	1926 S St Paul Ave	\$123.00	4
A-09284	110238	808 S Greenway Ct	\$123.00	3
C-22521	168037	3154 E Glen Oaks Dr	\$123.00	3
B-03652	122518	V/L N of 1103 N Ohio	\$123.00	1
C-09997-002A	154730	1722 N Poplar St - V/L	\$123.00	1
C-02851	138834	2715 E 13th St - V/L	\$123.00	1
C-37915	183078	5006 E Looman	\$123.00	1
D-10805	211982	3238 S Downtain Dr	\$123.00	4
C-00770	135844	1030 N Ash - V/L	\$246.00	1
C-00771	135845	V/L N of 1014 N Ash	\$123.00	1

C-22868	168391	2720 S South Fork	\$123.00	3
B-05533	124716	1942 S Washington	\$123.00	3
D-59976	543129	514 W 56th Cir S	\$123.00	4

B-07171	126735	715 S Ida Ave	\$123.00	1
A-05124-0001	105272	2229 N Jeanette	\$123.00	6
A-13300	113289	3130 N Jeanette	\$123.00	6
D-08342	209226	1359 N Mclean Blvd	\$123.00	6
C-01202	136422	V/L S of 2245 E 17th St N	\$123.00	1
A-01564-0001	100855	1148 N Market - V/L	\$123.00	6
C-15830	161391	1501 N Fountain	\$123.00	1
B-07172	126736	711 S Ida	\$123.00	1
C-09998-0002	154733	V/L S of 1712 N Poplar	\$123.00	1
C-09998	154731	1716 N Poplar St - V/L	\$123.00	1
B-10134	130373	2508 S Ellis Ave	\$123.00	3
B-09439-0001	129664	2022 S Pattie	\$123.00	3
D-34880	236394	5428 S Gold	\$123.00	4
D-16618	217813	2827 S Chase	\$123.00	4
D-39224	241726	5514 W 9th St N	\$123.00	6
A-07596	107980	207 W Skinner - V/L	\$123.00	3
D-00215-00UP	198203	1208 W 47th St S - V/L	\$233.00	4
D-09086	210200	3417 W Saint Louis	\$123.00	6
A-06242	106512	212 W Lincoln St - V/L	\$123.00	1
C-07597-0002	152217	V/L N of 2420 E 16th St N	\$123.00	1
C-03201	139231	1718 N Volutsia	\$123.00	1
C-02883	138869	1323 N Volutsia	\$123.00	1
C-01303-0003	136623	V/L of 15th & Kansas	\$123.00	1
B-03592	122455	1109 N Cleveland	\$123.00	1
C-02860	138843	1312 N Estelle	\$123.00	1
C-02858	138841	1322 N Estelle	\$123.00	1
C-03067	139075	1226 N Lorraine	\$246.00	1
C-01398-0001	136866	1831 N Madison	\$123.00	1
B-10239	130478	1727 N Pennsylvania	\$123.00	1
D-16507	217746	3042 S Richmond	\$123.00	4
C-03286	139357	1604 N Lorraine	\$246.00	1
C-56386	498108	8718 E Millrun St - V/L	\$123.00	2
C-01986	137775	211 N Estelle	\$123.00	1

D-08913	209936	1354 S Gordon Ave	\$123.00	4
C-11357	156998	475 S Bleckley	\$123.00	2
B-06228-0001	125631	2215 S Topeka Ave	\$123.00	3
D-04883	204739	1907 S Hiram Ave	\$123.00	4
A-07681	108097	417 W Funston - V/L	\$123.00	3
B-11444	131741	1302 E El Monte St	\$123.00	3
C-53404	472577	V/L of Oak Knoll & Pawnee	\$295.00	2
B-07091	126649	V/L S of 538 S Lulu	\$123.00	1
C-23125	168658	2057 S Green St	\$123.00	3
C-53403	472576	V/L E of 8282 E Oak Knoll St	\$288.00	2
B-08265	127940	1638 S Pattie Ave	\$123.00	1

B-08266	127941	1632 S Pattie Ave	\$123.00	1
C-53403-0003	595965	V/L E of 2200 S Rock Rd	\$185.00	2
C-03663	139812	3903 E Central St	\$123.00	2
C-44951	191836	7034 E 39th St N	\$123.00	2
C-50322	197587	2708 E Conquest - V/L	\$246.00	1
C-50324	197589	2720 E Conquest - V/L	\$123.00	1
C-20176	165768	1615 N Oliver St - V/L	\$123.00	1
B-00766	119319	V/L W of 854 E 8th	\$123.00	6
C-09996-001A	154726	1742 N Poplar	\$123.00	1
D-01957	200950	638 S Sycamore St	\$123.00	4
D-09482	210661	456 N Baehr	\$123.00	4
D-09581	210761	4629 W 2nd St - V/L	\$246.00	4
D-62317	569374	V/L W of 5014 Osage	\$123.00	4
C-00654	135632	608 N Madison - V/L	\$123.00	1
B-04711	123790	401 E Orme –Utility Roll-SE corner of E Orme & S Topeka	\$135.00	1
C-17321	163093	3306 E Grandview	\$123.00	3
A-06015	106244	1015 S Main St	\$123.00	1
D-00150	198047	201 S Oak St	\$123.00	4
B-03520	122373	1223 N Ohio Ave - V/L	\$123.00	1
A-05122-0001	105267	2234 N Woodland - V/L	\$123.00	6
C-03636	139773	1718 N Green St - V/L	\$246.00	1
C-56446	498169	8153 E Old Mill Ct - V/L	\$123.00	2
C-03586	139706	2606 E 15th St N - V/L	\$123.00	1
D-03236	202587	1938 W Walker Ave	\$123.00	4
D-00151	198049	207 S Oak - V/L	\$123.00	4
D-01537-0003	497296	135 N Elizabeth St - V/L	\$343.00	4
C-01135-00AA	136326	V/L S of 1654 N Ash	\$246.00	1
C-01098	136265	V/L N of 1446 N Piatt	\$123.00	1

B-03106-0001	121819	840 N Wabash	\$123.00	1
B-03100	121812	839 N Wabash Ave - V/L	\$123.00	1
B-11414	131704	1401 E El Monte	\$123.00	3
D-38169	240231	8433 W 15th St	\$123.00	5
D-49756	348645	5202 S Mt Carmel	\$123.00	4
B-09050-0016	129224	V/L E of 320/322 E Evans	\$123.00	3
A-07659-0001	108068	1754 S Exchange Pl	\$123.00	3
B-01498	120071	1559 N Emporia Ave	\$123.00	6
D-62292	569349	1020 W 50 th St S-V/L	\$123.00	4
D-62293	569350	1016 W 50 th St S-V/L	\$123.00	4
D-62294	569351	1012 W 50 th St S-V/L	\$123.00	4
D-62391	569456	1005 W 50 TH St S-V/L	\$123.00	4
D-62395	569460	1021 W 50 th St S – V/L	\$123.00	4
D-03824	203473	151 S Gordon	\$123.00	4
C-00798-002A	135887	1036 N Minnesota St – V/L	\$123.00	1
C-01032-0001	136175	V/L W of 1349 N Minnesota	\$246.00	1

A-06683	106984	1447 S Main St	\$123.00	1
C-00146	134693	435 N Piatt	\$123.00	1
C-01602	137372	329 N Volutsia	\$123.00	1
C-24816	170254	2187 S Wallace Dr	\$123.00	3
A-08102	108667	2704 N Wellington	\$123.00	6
C-03531	139625	1442 N Estelle St - V/L	\$123.00	1
D-62301	569358	908 W 50th - V/L	\$123.00	4
D-62383	569447	V/L SE corner of Osage & 50th	\$123.00	4
D-62300	569357	912 W 50 th St S-V/L	\$123.00	4
D-62302	569359	904 W 50 th St S-V/L	\$123.00	4
D-62318	569375	822 W 50 th St S-V/L	\$123.00	4
D-62390	569455	1001 W 50 th St S-V/L	\$123.00	4
C-03253-0001	139307	1741 N Chautauqua St	\$123.00	1
C-03250	139303	1721 N Chautauqua	\$123.00	1
C-03193-0001	139217	1608 N Volutsia Ave- V/L	\$123.00	1
C-22570	168085	2724 E Clover Ln	\$123.00	3
C-02636	138540	515 N Poplar	\$123.00	1
B-03106	121818	840 N Wabash-V/L	\$123.00	1
C-03235	139283	1742 N Erie Ave	\$123.00	1
C-03235-0001	139284	1748 N Erie Ave	\$123.00	1
B-03128	121846	822 N Indiana Ave	\$123.00	1
C-02692	138618	922 N Grove St	\$123.00	1
C-03255-0001	139310	1753 N Chautauqua St	\$246.00	1
C-03235-0002	139285	1754 N Erie Ave	\$123.00	1
C-29015	174359	3924 E Roseberry - Quadplex	\$123.00	3
C-03562-0006	139662	V/L N of 1728 N Estelle	\$123.00	1
C-27560	172997	4953 E Morris St	\$123.00	3
C-20443	166035	3723 E Funston - V/L	\$246.00	3
C-03532	139626	1438 N Estelle - V/L	\$123.00	1
B-03461	122312	1220 N Indiana – V/L	\$123.00	1
B-03023	121738	925 N Ohio - V/L	\$123.00	1
C-02768	138746	1142 N Poplar - V/L	\$123.00	1
B-03562	122423	V/L 3 N of 1217 N Wabash	\$123.00	1
B-02853-0001	121551	V/L SE corner of Murdock & Minneapolis	\$123.00	1
C-13748	159481	910 N Harding - V/L	\$123.00	1

A-06861	107180	1735 S Broadway St	\$123.00	3
C-26283	171735	938 S Royal Rd	\$123.00	2
C-01192	136413	V/L S of 1522 N Madison	\$246.00	1
C-01128	136310	1417 N Ash	\$123.00	1
C-01279	136571	1759 N Minnesota - V/L	\$123.00	1
C-00614	135590	607 N Ash - V/L	\$123.00	1
C-01445	136999	1954 N Minneapolis Ave - V/L	\$123.00	1
A-09365	110319	2442 N Payne	\$123.00	6

C-29639	175000	3017 S Clifton - V/L	\$123.00	3
D-07334	208237	1445 W Rita	\$123.00	4
C-59772	540464	V/L W of 1459 Shiloh Ct	\$123.00	2
B-11665	132011	2850 S Mead	\$123.00	3
A-06991	107320	1727 S Water St	\$123.00	3
A-06976	107304	1615 S Water	\$123.00	3
C-01374-0004	136771	1407 N Piatt	\$123.00	1
C-02935	138924	1317 N Erie - V/L	\$123.00	1
C-33037-001A	178099	8404 E Kellogg Dr	\$123.00	2
C-00896	135997	1332 N Spruce	\$123.00	1
C-33261	178242	1232 S Doreen	\$123.00	2
C-23240	168779	2307 S Broadview St	\$123.00	3
D-16309	217552	3308 S All Hallows	\$123.00	4
C-08008	152628	543 S Poplar St	\$123.00	1
C-01173-0002	136381	1515 N Madison Ave - V/L	\$123.00	1
C-14902	160812	410 N Oakwood Dr	\$123.00	2
C-02872	138857	2709 E 11th St N - V/L	\$123.00	1
C-17395	163166	4918 E Mt Vernon St	\$123.00	3
B-08673	128582	1003 N Indiana St	\$123.00	1
C-03055	139062	1328 N Lorraine	\$123.00	1
D-62307	569364	5021 S Osage Cir-V/L	\$123.00	4
C-01141	136337	1540 N Ash - V/L	\$246.00	1
D-62396	569461	5040 S Seneca (sign)-Pond Area	\$398.00	4
A-20116	579116	185 E 47 th St S	\$288.00	4
D-02776-0001	201951	V/L South of 1737 St Clair	\$123.00	4
D-08867	209867	3631 W University Ave	\$123.00	4
B-11517-0001	131831	V/L S of 3202/3208 Victoria	\$135.00	3
C-02927	138916	2821 E 13th St - V/L	\$123.00	1
A-13796	113832	2833 N Athenian	\$123.00	6
C-03145	139162	V/L S of 1021 N Estelle	\$123.00	1
C-02833	138816	V/L N of 1301 N Estelle	\$123.00	1
A-07782	108222	1938 S Exchange Pl	\$123.00	3

C-29890	175252	3151 S Yale St - V/L	\$123.00	3
C-54231	481453	15513 E Willowbrook - V/L	\$123.00	2
C-54232	481454	15509 E Willowbrook - V/L	\$123.00	2
C-54235	481457	15409 E Willowbrook - V/L	\$123.00	2
C-55820	488848	341 S Grand Mere Ct - V/L	\$123.00	2
C-04543	140729	1549 N Holyoke Ave	\$123.00	1
C-03024	139024	1208 N Chautauqua - V/L	\$123.00	1
D-01020-0001	199898	532 S Gordon Ave	\$123.00	4
B-03561	122422	1241 N Wabash Ave - V/L	\$123.00	1
C-03616	139741	2702/2704 E 15th St - Duplex	\$123.00	1
A-19283	483842	V/L N of 5255 S Broadway	\$178.00	4
A-19284	483843	5255 S Broadway - V/L	\$178.00	4

A-06081	106315	1139 S Market St	\$123.00	1
D-15251	216415	2627 S Elizabeth Ave	\$123.00	4
D-05168	205252	359 N Clayton	\$123.00	6
C-41224	187282	4631 S Kansas	\$123.00	3
C-10443	155282	5507 E Murdock St	\$123.00	1
C-03104	139115	V/L S of 1032 N Grove	\$123.00	1
A-07309	107666	1925 S Main St	\$123.00	3
D-06575	207401	907 W Irving Ave	\$123.00	4
C-12355	158060	636 S Pinecrest St	\$123.00	3
D-02562	201618	508 S Meridian Ave	\$123.00	4
A-00032-00UP	099057	3300 N Arkansas - V/L	\$130.00	6
B-08803	128797	1401 E Skinner	\$123.00	3
D-64536	598474	5616 W Wickham St	\$123.00	4
D-64535	598473	5622 W Wickham St	\$123.00	4
D-64538	598476	5604/5606 W Wickham St - Duplex	\$123.00	4
D-64537	598475	5610/5612 W Wickham St - Duplex	\$123.00	4
A-14454	114601	V/L E of 3362 N Porter	\$123.00	6
D-11751	212923	216 N Hoover St	\$123.00	4
A-13340	113333	3045 N Mascot	\$123.00	6
A-15237	115419	2610 W 29th St N	\$123.00	6
C-01314	136643	1607 N Minneapolis - V/L	\$246.00	1

D-00589-00UP	199112	V/L East of 10760 W Kellogg	\$185.00	5
D-34737	236244	703 W Maywood	\$123.00	4
D-62310	569367	V/L W of 5005 Osage Ct	\$123.00	4
D-07834	208742	2280 S Hiram Ave	\$123.00	4
A-05991	106220	1014 S Main	\$123.00	1
A-06075	106309	1109 S Market St	\$123.00	1
A-05978	106206	1136 S Water St	\$123.00	1
D-00168-00UP	198089	1424 W Macarthur Rd	\$123.00	4
A-14358	114434	3645 N Armstrong	\$233.00	6
C-30195	175563	4338 E Wilma - V/L	\$123.00	3
D-30350	231463	6800 W Kellogg	\$130.00	5
C-21884-0003	167378	626/632 S Hunter - quadraplex	\$123.00	2
C-60962	558828	2712 E Kite	\$123.00	1
C-55338	484729	6125 S Minnesota Ave	\$123.00	3
B-15188	535907	4505 S Ellis	\$123.00	3
C-25390	170791	2201 S Broadview	\$123.00	3
A-07201	107545	2033 S Wichita St	\$123.00	3
B-07637-0001	127249	1326 S Washington - V/L	\$123.00	1
C-16912	162699	608 S Edgemoor Dr	\$123.00	3

D-54380	485406	6109 S Osage St	\$123.00	4
B-09638	129872	2669 S Santa Fe Ave	\$123.00	3

D-03337	202728	1143 S Everett Ave	\$123.00	4
D-13049	214243	2621 S Bennett	\$123.00	4
C-55315	484704	6035 S Minnesota Ave	\$123.00	3
D-32261-0001	233620	V/L E of 2490 S Meridian	\$130.00	4

B-03266	122009	V/L North f 1231 N Mathewson	\$123.00	1
B-03265	122008	1237 N Mathewson - V/L	\$123.00	1
A-03352-0001	102904	2709 N Jackson Ave	\$123.00	6
C-00727	135710	V/L South of 706 N Piatt	\$123.00	1
C-02515-005A	138397	2647 E 8th St	\$123.00	1
C-04809-0001	141092	1842 N Lorraine St	\$123.00	1
C-04607	140801	1619 N Fairmount	\$123.00	1
B-03477	122327	1309 N Indiana Ave	\$123.00	1
C-21145	166560	2330 N Estelle	\$123.00	1
C-20914	166329	2461 N Estelle Ave	\$123.00	1
C-12672	158377	2243 N Minneapolis	\$123.00	1
B-03347	122174	V/L South f 1137 N Mathewson	\$123.00	1
A-13935	113975	2402 W 29th St	\$343.00	6
C-01033	136176	1347 N Minnesota Ave	\$123.00	1
B-02820-0001	121516	708 N Minneapolis - V/L	\$123.00	1
D-32823	234238	1844 N Tony	\$123.00	5
C-03562-0007	139663	1738 N Estelle Ave	\$123.00	1
C-01089	136249	1626 N Piatt St	\$123.00	1
C-01112-0001	136282	V/L East of 1648 N Piatt	\$123.00	1
C-03056	139063	V/L South of 1328 N Lorraine	\$123.00	1
C-04443	140612	1313 N Fairmount Ave	\$123.00	1
A-01472	100762	1319 N Wellington Pl	\$123.00	6
D-57224	520453	2828 N Tyler Rd	\$178.00	5
C-03562-0012	139668	1707 N Volutsia Ave	\$123.00	1
B-03310-001B	122078	1337 N Pennsylvania	\$123.00	1
B-03310-001A	122077	1343 N Pennsylvania	\$123.00	1
A-08072	108632	208 W 26th St N-Aka 206 W 26 th St N	\$123.00	6
D-19693	221373	3805 W 21st St N	\$185.00	6
C-01487-000A	137160	2044 N Kansas St	\$123.00	1
C-26588	172017	2731 N Grove St	\$123.00	1
C-26589	172018	2707 N Grove St	\$123.00	1
D-17753	218968	839 N Florence	\$123.00	6
C-01156	136354	2110 E 13th St - V/L	\$123.00	1

D-04816	204642	1742 S Glenn	\$123.00	4
D-62306	569363	V/L 3 N of W 50th St S & S Osage Circle	\$123.00	4
D-62304	569361	V/L 2 W of 5014 S Osage Circle	\$123.00	4
D-62314	569371	V/L 2 E of 5010 S Osage Circle	\$123.00	4
D-62308	569365	V/L N of 5014 S Osage Circle	\$123.00	4

C-55067	484453	6935 S Rutan St	\$130.00	3
D-01942	200933	508 S Oak St	\$123.00	4
D-63694	579826	V/L South of 221 Maize # 27	\$166.00	5
C-39429	184980	1207 S Doreen - V/L	\$123.00	2
C-05120	141400	132 S Minneapolis	\$123.00	1
D-54084	485075	5638 S Minnie Ave	\$123.00	4
C-54852	482533	14220 E Gilbert Circle	\$123.00	2
D-01255-00UP	498947	Parcel South of 5728 S Seneca	\$123.00	4
B-05934	125187	1815 S Topeka Ave	\$123.00	3
B-05932	125185	1807 S Topeka Ave	\$123.00	3
D-04896-0001	204756	1942 S Hiram Ave	\$123.00	4
D-57478	522045	10510 W Yosemite	\$123.00	4
D-04445	204229	1212 W 3rd	\$123.00	4
D-04907	204770	1943 S Euclid Ave	\$123.00	4
D-04799-0002	204613	1649 S Glenn Ave	\$123.00	4
D-59998	543152	515 W Wayne Circle	\$123.00	4
A-06878	107200	1726/1728 S Market St - Duplex	\$123.00	3
A-06943	107269	1747 S Main St	\$123.00	3
D-07295	207998	1621 S Richmond Ave	\$123.00	4
D-04053	203763	136 S Meridian Ave	\$123.00	4
C-62996	584692	802 S Bristol Circle - V/L	\$123.00	2
C-62997	584693	806 S Bristol Circle - V/L	\$123.00	2
C-62998	584694	810 S Bristol Circle - V/L	\$123.00	2
C-62988	584684	704 S Bristol Circle - V/L	\$123.00	2
C-62989	584685	708 S Bristol Circle - V/L	\$123.00	2
C-62990	584686	712 S Bristol Circle - V/L	\$123.00	2
C-62987	584683	707 S Bristol Circle - V/L	\$123.00	2
D-03692	203315	3028 W Maple St	\$123.00	4
B-14980	534492	V/L East of 1210 E Mona	\$123.00	3
B-15129	534648	V/L South of 5308 S Ellis	\$123.00	3
C-60195	541465	10517 E Fawn Grove	\$123.00	2
C-08775	153428	344 S Bluff	\$123.00	2
C-12191	157787	1202 S Schweiter Dr	\$123.00	1
B-11590	131924	1503 E Fortuna	\$123.00	3
B-06670	126193	336 S Greenwood Ave	\$123.00	1
B-05275	124421	1520 S Emporia Ave	\$123.00	1
C-35433	180275	1915 E 53rd St S	\$123.00	3

C-01509	137199	2117 N Minneapolis	\$123.00	1
A-13210	113198	3156 N Arkansas Ave	\$123.00	6
B-03591	122454	1105 N Cleveland Ave	\$123.00	1
C-56422	498144	8605 E Scragg Cir - V/L	\$123.00	2
A-01343	100613	1209 N Jackson Ave	\$123.00	6
A-16583	116927	V/L North of 833 N Waco	\$123.00	6
C-03410	139490	1505 N Chautauqua Ave	\$63.00	1

D-05006-0001	204975	501 N St Paul Ave	\$123.00	6
C-03139	139155	1032 N Green St - V/L	\$123.00	1
B-03068	121784	943 N Indiana	\$123.00	1
D-24148	224914	1558 N Brunswick St	\$123.00	5
D-24027	224776	1718 N Brunswick St	\$123.00	5
C-02515-0003	138390	844 N Green St	\$123.00	1
A-07314	107671	1947 S Main	\$123.00	3
D-54024	483393	4612 S Edwards - V/L	\$123.00	4
C-56603	498414	15506 E Rosewood	\$123.00	2
C-56677	498488	15433 E Rosewood	\$123.00	2
C-56676	498487	15429 E Rosewood	\$123.00	2
C-56699	498510	15310 E Woodcreek - V/L	\$123.00	2
C-56622	498433	15907 E Rosewood - V/L	\$123.00	2
C-56670	498481	15405 E Rosewood – V/L	\$123.00	2
C-56671	498482	15409 E Rosewood - V/L	\$123.00	2
C-56577	498388	15902 E Rosewood - V/L	\$123.00	2
C-56576	498387	15906 E Rosewood Ct - V/L	\$123.00	2
C-56578	498389	15830 E Rosewood Ct - V/L	\$123.00	2
C-56674	498485	15421 E Rosewood Ct - V/L	\$123.00	2
C-56675	498486	15425 E Rosewood Ct - V/L	\$123.00	2
C-56673	498484	15417 E Rosewood Ct - V/L	\$123.00	2
C-56672	498483	15413 E Rosewood Ct - V/L	\$123.00	2
C-56651	498462	3403 S Brookhavan - V/L	\$123.00	2
C-56701	498512	15318 E Woodcreek V/L	\$130.00	2
C-56667	498478	V/L SW of 15314 E Rosewood Ct – Aka 15313 E Woodcreek	\$123.00	2
C-56646	498457	15521 E Hazel Nut St – V/L	\$123.00	2
C-56678	498489	15437 E Hazelnut - V/L	\$123.00	2
D-17840	219060	3500 S Meridian	\$182.30	4
C-19293	164954	5727 E Grand	\$123.00	3
A-07278	107633	1928 S Water	\$123.00	3
A-07277	107632	1926 S Water	\$123.00	3
C-29291	174642	4106 E Whitney	\$123.00	3
C-56623	498434	15911 E Rosewood - V/L	\$123.00	2
C-56650	498461	15537 E Rosewood - V/L	\$123.00	2

C-02365	138182	635 N Chautauqua	\$123.00	1
C-02363	138180	629 N Chautauqua	\$123.00	1
C-56424	498146	8613 E Scragg Cir - V/L	\$123.00	2
C-01425-0002	136950	1907 N Grove	\$123.00	1
C-01246	136520	1625 N Grove - V/L	\$123.00	1
C-04763	141030	1959 N Chautauqua	\$123.00	1
C-13564	159238	2004 N Erie	\$123.00	1
C-03530	139624	1446 N Estelle	\$123.00	1
C-14397-0001	160361	1233 N Oliver	\$123.00	1
D-17437	218638	904 N Bebe	\$123.00	6

B-03991-0001	122964	V/L West of 1853 N New York	\$123.00	1
D-23549	224307	1109 N Summitlawn	\$123.00	5
C-02815	138798	1222 N Green - V/L	\$123.00	1
C-56442	498164	8137 E Old Mill Ct	\$123.00	2
C-56443	498165	8141 E Old Mill Ct	\$123.00	2
C-56441	498163	8133 E Old Mill Ct	\$123.00	2
B-01494-001a	120067	1535 N Emporia	\$123.00	6
C-01367-0001	136739	1451 N Minnesota	\$123.00	1
C-01310	136634	1612 N Kansas	\$123.00	1
C-01297-000a	136605	1728 N Kansas	\$123.00	1
C-01147	136345	1456 N Ash - V/L	\$123.00	1
C-01177-0001	136387	1431 N Madison	\$123.00	1
C-00755	135804	1017 N Grove - V/L	\$123.00	1
C-01605	137375	V/L South of 2801 E Central	\$123.00	1
C-14327	160245	1323 N Pershing	\$123.00	1
C-01423-0001	136938	1812 N Spruce	\$123.00	1
B-02861	121563	V/L East of 1405 E 9th	\$123.00	1
A-08954	109874	503 W Kinkaid	\$123.00	3

A-08111	108679	127 W Aley Way - V/L	\$123.00	6
C-01117	136296	1527 N Ash - V/L	\$123.00	1
C-01112-0005	136286	1621 N Ash - V/L	\$123.00	1
C-01392-0002	136847	1818 N Ash - V/L	\$123.00	1
C-02952	138941	1151 N Erie	\$123.00	1
C-04751	141013	1919 N Erie	\$123.00	1
C-04641	140850	1510 N Fairmount	\$123.00	1
C-02595	138491	630 N Green	\$123.00	1
C-03143	139160	1054 N Green	\$123.00	1
C-03131	139144	1055 N Green	\$123.00	1
C-02785	138765	1237 N Green – V/L	\$123.00	1
C-08826-0004	153502	1522 N Green	\$123.00	1
D-50051-0001	471776	8927 W Meadow Park Ct	\$123.00	5
C-01343-0005	136696	1531 N Minnesota - V/L	\$123.00	1
A-08686-0001	109474	2046 N Park Pl	\$123.00	6
C-01068-0001	136220	1337 N Piatt	\$123.00	1

C-00760	135819	V/L N of 1017 N Spruce	\$123.00	1
C-13638-0001	159347	1001 N Terrace	\$123.00	1
C-30249	175618	1416 S Bluffview - V/L	\$123.00	3
A-16366	116672	3723 N Athenian	\$123.00	6
C-22784	168307	2638 S Cheyenne	\$123.00	3
A-08989	109909	504 W Pawnee	\$123.00	3
B-07631	127243	1250 S Washington - V/L	\$123.00	1
C-16773	162470	1727 N Bluff	\$123.00	1
C-02974-0001	138965	1218 N Erie	\$123.00	1
C-24644-0001	170078	V/L East 2237 N Erie	\$123.00	1

A-06941	107267	1735 S Main St - V/L	\$123.00	3
C-00473-0001	135409	V/L North of 207 N Spruce St	\$123.00	1
C-17122	162917	1820 S Spruce St - V/L	\$123.00	3
C-02915	138903	1242 N Volutsia St - V/L	\$123.00	1
B-02911	121619	620 N Cleveland Ave - V/L	\$123.00	1
C-08450	153087	657 N Terrace St	\$123.00	1
C-16468	162102	1602 N Glendale	\$123.00	1
C-05156	141442	1401 S Kansas Ave	\$123.00	1
B-11351-0001	131628	3431 S Laura Ave	\$123.00	3
C-30224	175593	4107 E Menlo St	\$123.00	3
C-01026	136166	1334 N Minneapolis Ave	\$123.00	1
C-21285	166669	2512 N Minnesota Ave	\$123.00	1
B-15021	534538	5331 S Pattie Ct - V/L	\$123.00	3
C-00590-0003	135561	911 N Piatt Ave	\$123.00	1
C-25130	170569	2107 S Poplar St	\$123.00	3
C-15878	161439	1627 N Belmont	\$123.00	1
C-02962	138951	1326 N Erie St - V/L	\$123.00	1
C-20266	165857	1602 N Ken Mar Dr	\$123.00	1
C-24419	169880	2650 N Spruce St	\$123.00	1
B-07765	127392	1320 S Pattie Ave	\$123.00	1
C-19203	164865	1168 S Pineridge	\$123.00	3
B-05249	124388	1415 S Emporia - V/L	\$123.00	1
A-04973	104905	1921 N Woodland Ave	\$123.00	6
D-14981	216140	1943 S Custer Ave	\$123.00	4
C-10499-000C	155382	602 N Oliver St	\$123.00	1
C-00906	136019	V/L South of 1332 N Madison	\$123.00	1
B-11097	131337	1127 E Tulsa St	\$123.00	3
B-00510	119060	638 N Topeka Ave - V/L	\$123.00	6

_____ Published in The Wichita Eagle on **March 4, 2011**

ORDINANCE NO. 48-949

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

Legal of Parcel in Benefit District	Assessment
LOT 1201 EXC E 39 1/2 FT WACO AVE. LEWELLEN ADD.	246.00
N 10 FT LOT 1211 & LOT 1213 WACO AVE. LEWELLEN ADD.	123.00
LOTS 1110-1112 JACKSON ST. LEWELLEN'S 3RD. ADD.	123.00
LOTS 1216-1218 WATER ST. BUSH'S ADD.	123.00
LOTS 246-248 EXC E 45 FT MARKET ST. HYDE & FERRELL'S ADD.	123.00
LOTS 37-39 JACKSON AVE. MC TAGGART'S ADD.	123.00
LOTS 149-151 DORT NOW WOODROW AVE. RIVERSIDE ADD.	123.00
N1/2 OF E1/2 LOT 20 BURNS AVE. FORD'S 2ND. ADD.	123.00
E1/2 S1/2 LOT 17 PAYNE AVE. FORD'S 2ND. ADD.	123.00

LOTS 16-18 & N1/2 LOT 20 ARMSTRONG AVE. BUENA VISTA SUB.	123.00
LOTS 21-23 MADGE NOW JEANETTE AVE. BUENA VISTA SUB.	123.00
S 1/2 LOT 120-ALL LOT 122 MAIN ST LEE'S ADD	123.00
LOTS 121-123 MAIN ST. LEE'S ADD.	123.00
S 5 FT LOT 120-ALL LOT 122 MARKET ST. LEE'S ADD.	123.00
LOTS 149-151 MARKET ST. LEE'S ADD.	123.00
LOTS 173-175 MARKET ST. LEE'S ADD.	123.00
LOTS 177-179-181 WATER ST. SCHWEITER'S ADD.	123.00
LOTS 20-22 WACO AVE. FITZGERALD'S 2ND. ADD.	246.00
N 25 FT LOT 36 MAIN ST. E. E. FORD'S ADD.	123.00
LOTS 73-75 MARKET ST. ENGLISH 6TH. ADD.	123.00
LOTS 78-80 MAIN ST. ENGLISH'S 6TH. ADD.	123.00
LOTS 86-88 MAIN ST. ENGLISH'S 6TH. ADD.	123.00
LOT 16 & N 1/2 LOT 18 WATER ST. ENGLISH'S 6TH. ADD.	123.00
LOTS 74-76 & N 5 FT LOT 78 WATER ST. ENGLISH'S 6TH. ADD.	123.00
LOTS 70-72 WICHITA ST. ENGLISH'S 9TH. ADD.	123.00

LOTS 38-40 WATER ST. ENGLISH'S 9TH. ADD.	246.00
LOTS 13-15 WATER ST ENGLISH'S 9TH ADD	123.00
LOTS 17-19 WATER ST. ENGLISH'S 9TH ADD.	123.00
LOTS 10-12 MAIN ST. ENGLISH'S 9TH. ADD.	123.00
LOTS 30-32 MAIN ST ENGLISH'S 9TH ADD.	123.00
S 1 FT LOT 140 - ALL LOTS 142-144 MAIN ST. WALTER & WRIGHT'S ADD.	123.00
W 54 FT LOT 150 & W 54 FT N 22 FT LOT 152 WATER ST. WALTER & WRIGHT'S ADD	123.00
LOTS 162-164 EXCHANGE PLACE EUREKA OR ROCK ISLAND ADD.	123.00
E 1/2 LOTS 1-2 SUPPL PLAT OF ROSENTHAL'S 5TH. ADD.	123.00
LOTS 235-236 SUPL. PLAT OF ROSENTHAL'S 5TH. ADD.	123.00
LOTS 53-54-55-56 NORTH LAWN ADD.	123.00
LOTS 155-156 27TH. ST. NORTH LAWN ADD.	123.00
BEG 758.8 FT S NW COR NE1/4 S 94.5 FT E 295 FT S 213 FT E 620 FT M-L TO CEN CHISHOLM CRK NWLY TO PT 758.8 FT S OF N LI NE1/4 W 658 FT M-L TO BEG EXC C	288.00
BEG 598 FT W & 30 FT S NE COR S1/2 NE1/4 NE1/4 W 80 FT S 50 FT E 79.23 FT N 50 FT TO BEG SEC 8-27-1E	123.00
LOT 1 BLOCK D BROOKINGS ADDITION	123.00

LOT 22 HALL'S ADD.	123.00
LOT 4 BLOCK 4 THIESING'S 1ST. ADD.	123.00
LOT 6 BYRON SMITH ADD.	123.00
LOTS 26-28-30-32-34 & 1/2 VAC ALLEY ON E BLOCK 3 COLES, EC & LR ADD TO CAREY PARK	123.00
LOT 6 BLOCK B REPLAT OF LOTS 1-2-3 BULLINGER GARDENS ADD.	123.00
LOT 1 & NELY 20 FT VAC HWY K-96 ADJON SW & VAC N 10 FT 29TH ST ADJ ON S & VAC E 10 FT MERIDIAN ADJ ON W BLOCK 1 PIERPOINT ACRES ADD.	343.00
LOT 8 BLOCK B MERIDIAN GARDENS 2ND ADD.	123.00
LOT 9 BLOCK 2 VALLEY PARK ADD.	123.00
LOT 1 BROOKER RIVERSIDE ADD.	123.00
LOTS 50-52 EAGLE NOW 8TH ST SUPPL TO JONES 1ST. ADD.	123.00

SECTION 2. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOTS 82-84 PARMENTER'S ADD.	123.00
LOTS 98-100 & LOT 102 EXC N 10 FT PARMENTER'S ADD.	123.00
LOTS 10-12 TOPEKA AVE. FORD'S ADD.	246.00
RES C TOPEKA AVE. FORD'S ADD.	123.00

N 15 FT LOT 44-ALL LOTS 46-48 EAGLE ADD.	123.00
LOT 48 PENNSYLVANIA AVE. MATHEWSON'S 4TH. ADD.	123.00
S 19 FT LOT 8 - ALL LOT 10 & N 4 FT LOT 12 EXC E 8 FT TO CITY MINNEAPOLIS AVE. OAKLAND ADD.	123.00
LOTS 98-100 MURDOCK AVE. OAKLAND ADD.	123.00
LOTS 6-7 SHIRK'S ADD.	123.00
LOTS 25-27 OHIO AVE. MOORE'S ADD.	123.00
LOTS 33-35 OHIO AVE MOORE'S ADD.	43.00
LOTS 9-11 MOORE'S 2ND. ADD.	123.00
LOTS 17-19 EXC N 10 FT LOT 19 WABASH ELLIOTT & HAMMOND'S ADD.	123.00
N 10 FT LOT 19-ALL LOTS 21-23 WABASH AVE. ELLIOTT & HAMMOND'S ADD.	123.00
LOTS 60-62-64 GRANVILLE PARK ADD.	123.00
LOTS 66-68-70 GRANVILLE PARK ADD.	123.00
LOTS 208-210 GRANVILLE PARK ADD.	123.00
LOTS 212-214 GRANVILLE PARK ADD.	123.00
LOTS 68-70 ALLEN NOW MATHEWSON AVE. GETTO'S ADD. EXEMPT 535-7	123.00
LOTS 47-49-51 ALLEN NOW MATHEWSON AVE. GETTO'S ADD.	123.00

LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	246.00
S 20 FT LOT 80 - ALL LOT 82 & N 15 FT LOT 84 INDIANA AVE. BURLEIGH'S 3RD. ADD.	123.00
LOT 41 & N 8 1/3 FT LOT 43 INDIANA AVE. BURLEIGH'S 3RD. ADD.	123.00
LOTS 65-67 OHIO AVE. BURLEIGH'S 3RD. ADD.	123.00
LOTS 61-63 WABASH AVE. BURLEIGH'S 3RD. ADD.	123.00
LOTS 65-67 WABASH AVE. BURLEIGH'S 3RD. ADD.	123.00
LOTS 69-71 WABASH AVE. BURLEIGH'S 3RD. ADD.	123.00
N 10 FT LOT 3 ALL LOT 5 PRIEST'S ADD.	123.00
LOTS 7-9 PRIEST'S ADD.	123.00
S 8 FT LOT 4-ALL LOT 6 & N 9 FT LOT 8 NEW YORK AVE. KARR'S ADD.	123.00
LOTS 2-4 & 1/2 VAC ALLEY ON E PENNSYLVANIA AVE KARR'S ADD	123.00
E 41 FT LOTS 74-76 BLOCK 8 ORME & PHILLIPS ADD.	246.00
N 42 1/2 FT E1/2 LOT 21 EMPORIA AVE ZIMMERLY'S ADD.	123.00
S 50 FT W1/2 LOT 30 ZIMMERLY'S ADD.	123.00
S 50 FT N 64 FT LOT 41 ZIMMERLY'S ADD.	123.00

LOTS 6-8 4TH. NOW ST. FRANCIS AVE. ZIMMERLY'S 2ND. ADD.	123.00
LOTS 178-180 WASHINGTON AVE. FOREST PARK ADD.	123.00
LOTS 6-8 BLOCK 3 ALLEN & SMITH'S ADD.	246.00
LOTS 145-147-149 RANSON & KAY'S 2ND. ADD.	246.00
LOTS 14-16 BLOCK 3 ALLEN & SMITH'S ADD.	123.00
LOTS 9-11 TOPEKA AVE. SO. LAWRENCE AVE. ADD.	123.00
LOTS 17-19 TOPEKA AVE. SOUTH LAWRENCE AVE. ADD.	123.00
S 50 FT OF LOT 2 BLOCK 8 KINKAID'S 2ND. ADD.	123.00
LOTS 13-15 BLOCK 4 ELDRIDGE'S ADD.	123.00
LOT 38 BLOCK 7 ORME & PHILLIPS ADD. UTILITY ROLL	135.00
LOTS 145-147 HUNTER'S 3RD ADD.	123.00
LOTS 27-28 KELLOGG ST. ADD.	123.00
E 45 FT LOTS 1-2-3-4-5 BLOCK 4 ROSEBUD ADD.	123.00
N 5 1/4 FT LOT 4-ALL LOT 6 & S 22 3/4 FT LOT 8 IDA AVE. WOLLMAN'S ADD.	123.00
N 2 1/4 FT LOT 8 - ALL LOTS 10-12 IDA AVE. WOLLMAN'S ADD.	123.00

SECTION 3. That the sums set opposite the following lots, tracts, pieces and

parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOTS 42-44 EXC PT TO STATE FOR HY WASHINGTON AVE. LINCOLN ST. ADD.	123.00
LOTS 46-48 EXC PT TO STATE FOR HY WASHINGTON AVE LINCOLN ST. ADD.	246.00
LOTS 70-72 EXC SWLY 55 FT M-L FOR HWY. WASHINGTON AVE. LINCOLN ST. ADD.	123.00
LOTS 19-21 UNION NOW NEW YORK AVE. MILFORD'S REPLAT	123.00
LOTS 73-75 PATTIE AVE. MC CORMICK'S ADD.	123.00
LOTS 57-59 ALLEN NOW MATHEWSON AVE. GETTO'S ADD.	246.00
LOTS 21-23 STRONG'S SUB. BLK 4 SCHWEITER'S 2ND. ADD.	123.00
LOTS 17-19-21-23 FANNIE AVE. STRONG'S ADD.	123.00
LOTS 27-29-31 IDA AVE RANSON & KAYS 3RD ADD	123.00
LOTS 153-155 & VAC 10 FT OF ALLEY ADJ IDA AVE RANSON & KAY'S 3RD ADD	123.00
LOTS 56-58 MATHEWSON AVE. GETTO'S ADD.	123.00
LOTS 1-3 WABASH 2ND. ADD.	123.00
LOT 2 LULU AVE. WALTER MORRIS & SON'S 5TH. ADD.	123.00
LOTS 11-12 WEATHER'S ADD.	246.00
BEG 965.5 FT N & 220 FT E SW COR SW1/4 S 93 FT E 125 FT N 93 FT W 125 FT TO BEG. SEC 4-28-1E	123.00

LOT 21 BLOCK 2 PURCELL'S 3RD. ADD.	123.00
LOT 3 BLOCK 2 WOMER & GREER'S 2ND. ADD.	123.00
LOT 4 KING-MICHAELSEN ADD.	123.00
LOT 12 BLOCK 1 PURCELL'S 4TH. ADD.	123.00
LOTS 7-9 & S 4.85 FT LOT 11 CHERRY NOW INDIANA AVE. GARRISON'S 2ND. ADD.	123.00
LOT 21 & 1/2 VAC ALLEY ADJ ON E BODINE'S ADD.	123.00
LOT 1 FOX-HUEY ADD.	123.00
LOT 5 BLOCK 14 SCHRADER BROS. 3RD. ADD.	123.00
LOTS 18-20 WABASH AVE. ELLIOTT & HAMMOND'S ADD.	123.00
LOT 19 & E 18 FT LOT 20 FRISCO NOW 9TH. ST. TILFORD'S 2ND. ADD.	123.00
W 59 FT LOT 6 BLOCK 10 RAINBOW FIRST ADD.	123.00
LOT 18 BLOCK 11 RAINBOW FIRST ADD.	123.00
S 348 FT W 155 FT BLOCK 16 EXC S 200 FT W 144 FT THEREOF RAINBOW FIRST ADD	135.00
LOTS 102-104-106 EXC S 8 FT TO CITY & EXC E 8 FT LOT 106 TO CITY & EXC N 92 FT LOT 106 MURDOCK AVE OAKLAND ADD.	123.00
LOT 9 BLOCK C REPLAT OF LOT 23 BLK 2 SCHRADER BROS. 4TH. ADD.	123.00

S 23 FT LOT 16-ALL LOT 18 EXC E 8 FT TO CITY MINNEAPOLIS AVE. OAKLAND ADD.	123.00
LOT 15 BUTLER & FISHER'S 2ND. ADD.	123.00
LOTS 19-21 BUTLER & FISHER'S 2ND. ADD.	246.00
LOT 18 & LOT 20 EXC N 9.2 FT OZANNE & WINDSOR'S SUB.	246.00
N 9.2 FT LOT 20-ALL LOT 22 OZANNE & WINDSOR'S SUB.	246.00
PT LOTS 22-24 BEG 32 FT E NW COR LOT 22 E 20 FT S 36 FT SELY 11.15 FT TO PT 4 FT N & 77 FT W SE COR LOT 22 E 77 FT S TO N LI 2ND. ST. W 87 FT N TO PT	123.00
LOT 2 GROVE AVE. PARK PLACE ADD.	123.00
LOT 22 EXC N 1/2 FT SPRUCE AVE. PARK PLACE ADD.	246.00
N 1/2 FT LOT 22 SPRUCE AVE. PARK PLACE ADD.	123.00
LOT 19 LOCUST NOW MADISON AVE. PARK PLACE ADD.	246.00
LOTS 5-7 PIATT AVE. STITES BROS. ADD.	246.00
N 20 FT LOT 35 & S 20 FT LOT 37 TOPEKA AVE. J. P. HILTON'S ADD.	123.00
LOTS 37-39 ASH ST. STITES BROS. 2ND. ADD.	123.00
LOTS 38-40 LOCUST NOW MADISON AVE. STITES BROS. 2ND. ADD.	123.00
LOTS 50-52 PIATT AVE. STITES BROS. 4TH. ADD.	123.00
LOTS 65-67-69 STITES NOW GROVE ST. STITES BROS. 4TH. ADD.	246.00

LOTS 13-15 & S 3 FT LOT 17 GROVE AVE. WARE'S SUB.	123.00
LOTS 25-27 PENN NOW SPRUCE ST. SOLOMON'S 2ND. ADD.	246.00
LOTS 29-31 EXC BEG SW COR LOT 31 N 25 FT E 25 FT S 25 FT W 25 FT TO BEG. SPRUCE ST. SOLOMONS 2ND. ADD.	123.00
LOTS 22-24 NORRIS NOW ASH ST. SOLOMONS 2ND. ADD.	246.00

SECTION 4. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOTS 26-28 NORRIS NOW ASH ST. SOLOMONS 2ND. ADD.	123.00
LOTS 14-16-18 ROGERS NOW MINNESOTA AVE. ROGER'S SUB OF TARLTON'S ADD.	123.00
LOTS 1-3 TENTH ST. ADD.	123.00
LOT 3 BLOCK 3 SHARP-NETT ADD.	123.00
LOTS 18-20 NORRIS SUB.	123.00
LOTS 41-43 SUNNY SLOPE ADD.	123.00
LOTS 22-24 SUNNY SLOPE ADD.	123.00
LOT 26 PILOT GROVE ADD.	123.00
PORTION RESERVE I LY E OF MINNESOTA AVE SWAN'S ADD.	123.00
LOTS 9-10-11-12 ROSENTHAL'S 2ND. ADD.	123.00
LOTS 49-50 ROSENTHAL'S 2ND. ADD.	123.00

LOTS 96-97 ROSENTHAL'S 2ND. ADD.	123.00
LOTS 108-109 ROSENTHAL'S 2ND. ADD.	123.00
W 1/2 LOTS 114-115-116-117 ROSENTHAL'S 2ND. ADD.	246.00
LOTS 118-119 ROSENTHAL'S 2ND. ADD.	123.00
LOTS 138-139-140-141 ROSENTHAL'S 2ND. ADD.	123.00
LOT 203 ROSENTHAL'S 2ND. ADD.	123.00
LOTS 212-213 ROSENTHAL'S 2ND. ADD.	123.00
LOTS 224-225 ROSENTHAL'S 2ND. ADD.	123.00
LOTS 72-74-76 GUY NOW PIATT AVE LOGAN ADD.	123.00
LOTS 146-148-150 PIATT AVE. LOGAN ADD.	123.00
LOTS 55-57 ASH ST LOGAN ADD.	123.00
S 20 FT LOT 73-ALL LOT 75 ASH ST. LOGAN ADD.	123.00
LOTS 117-119 STRONG NOW ASH ST LOGAN ADD	123.00
LOTS 173-175 STRONG NOW ASH ST LOGAN ADD	123.00
LOTS 56-58 ASH ST. LOGAN ADD.	246.00
LOTS 108-110 STRONG NOW ASH ST. LOGAN ADD.	246.00

LOTS 142-144-146 STRONG NOW ASH ST. LOGAN ADD.	123.00
E 50 FT LOTS 182-184-186-188 ASH ST. LOGAN ADDITION	123.00
LOTS 127-129 MADISON AVE. LOGAN ADD.	123.00
LOTS 161-163 CAMPBELL NOW MADISON AVE LOGAN ADD.	123.00
LOTS 126-128-130-132 MADISON AVE. LOGAN ADD.	246.00
LOTS 9-11 SPRUCE ST. LOGAN ADD.	123.00
LOTS 83-85 SPRUCE ST. LOGAN ADD.	246.00
LOTS 32-34 SPRUCE ST. LOGAN ADD.	123.00
LOT 12 BLOCK F MERIDIAN GARDENS ADD.	123.00
LOTS 67-69 TYLER NOW GROVE ST. LOGAN ADD.	123.00
LOTS 129-131 TYLER NOW GROVE ST. LOGAN ADD.	246.00
LOTS 163-165 GROVE ST. LOGAN ADD.	123.00
LOTS 1-3-5-7 BLOCK 2 KANSAS ADD.	123.00
N1/2 LOT 16 BLOCK E MERIDIAN GARDENS ADD.	123.00
LOTS 24-26 BLOCK 3 KANSAS ADD.	123.00
ODD LOTS 23 TO 45 INC BLOCK 4 KANSAS ADD.	260.00
E 80 FT LOTS 89-91-93 BLOCK 5 KANSAS ADD.	123.00
LOTS 76-78 BLOCK 6 KANSAS ADD.	123.00

LOTS 84-86 BLOCK 6 KANSAS ADD.	123.00
LOTS 87-89-91-93 BLOCK 6 KANSAS ADD.	246.00
LOTS 21-23 BLOCK 2 OHIO ADD.	123.00
LOTS 51-53 BLOCK 7 OHIO ADD.	123.00
LOTS 87-89 BLOCK 8 OHIO ADD.	123.00

SECTION 5. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOTS 48-50 BLOCK 8 OHIO ADD.	123.00
LOTS 1-3 STRONG NOW ASH ST. STOUT'S ADD.	246.00
LOTS 79-81 STRONG NOW ASH ST. STOUT'S ADD.	123.00
LOTS 68-70 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	123.00
LOTS 83-85 SPRUCE ST. STOUT'S ADD. EXEMPT NO. 92-76-TX	123.00
LOTS 38-40-42 GROVE ST. STOUT'S ADD.	123.00
LOTS 98-100 BLOCK 11 PENNSYLVANIA ADD.	123.00
LOTS 126-128 BLOCK 12 PENNSYLVANIA ADD.	123.00
LOTS 60-62 KANSAS AVE. PARKVIEW ADD.	123.00
LOTS 33-35 HERBERT NOW MINNEAPOLIS PARKVIEW ADD.	123.00
LOTS 41-43 MINNESOTA AVE. PARKVIEW ADD.	246.00

LOTS 57-59 BURR NOW VOLUTSIA AVE. MAPLE GROVE ADD.	123.00
LOT 2 & N 10 FT LOT 4 BURR NOW VOLUTSIA AVE. MAPLE GROVE ADD.	123.00
LOTS 37-39 ESTELLE AVE. FIREBAUGH'S SUB. BLK. 3 CHAUTAUQUA ADD.	123.00
N 100 FT LOT 2 BLOCK B RIVERDALE ADD.	123.00
LOTS 65-67 DAYTON NOW CHAUTAUQUA AVE. CENTRAL AVE. ADD.	123.00
W 52 FT E 54 FT S 1/2 LOT 7 FRISCO NOW 9TH. ST. MOSSMAN'S ADD.	123.00
BEG 100 FT S NW COR RES B E 100 FT S 50 FT W 100 FT N TO BEG MOSSMAN'S ADD.	123.00
W 50 FT E 250 FT N 110 FT RES A MOSSMAN'S ADD.	123.00
N 1/2 N 1/2 LOTS 11-12 EXC W 20 FT FOR RD. WALNUT GROVE ADD.	233.00
LOTS 50-52-54 ALICE NOW GREEN ST. MOSSMAN'S 2ND. ADD.	123.00
LOTS 1-3 MONA NOW POPLAR ST. MOSSMAN'S 2ND. ADD.	123.00
N 9 FT LOT 61-ALL LOT 63 & S 20 FT LOT 65 MONA NOW POPLAR AVE MOSSMAN'S 2ND. ADD.	123.00
LOTS 1-2 CASWELL'S SUB.	123.00
E 13 FT LOT 25-ALL LOT 27 & W 12 FT LOT 29 ALICE'S SUB.	123.00
LOTS 15-17-19 MONA NOW POPLAR ST FAIRMOUNT PARK ADD.	123.00
LOTS 61-63 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	246.00

LOTS 73-75 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	123.00
LOTS 102-104 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	123.00
LOTS 106-108 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	123.00
LOTS 110-112 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	123.00
LOTS 23-25 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	246.00
LOTS 61-63 GREEN ST. FAIRMOUNT PARK ADD.	246.00
LOTS 65-67 GREEN ST. FAIRMOUNT PARK ADD.	123.00
E 85 FT LOTS 97-99-101 GREEN AVE. FAIRMOUNT PARK ADD.	123.00
LOTS 18-20 ALICE NOW GREEN ST. FAIRMOUNT PARK ADD.	246.00
LOTS 50-52 GREEN ST. FAIRMOUNT PARK ADD.	246.00
LOTS 54-56 GREEN ST. FAIRMOUNT PARK ADD.	246.00
LOTS 78-80 GREEN ST. FAIRMOUNT PARK ADD.	123.00
LOT 9 BLOCK B REPLAT OF PT OF LOTS 4-5-6 BULLINGER GARDENS ADD.	123.00
LOTS 41-43 ESTELLE AVE. FAIRMOUNT PARK ADD.	123.00
LOTS 57-59 ESTELLE AVE. FAIRMOUNT PARK ADD.	123.00
LOTS 35-37-39 & 1/2 VAC ALLEY ON W BLOCK 6 COLES, EC & LR ADD TO CAREY PARK	123.00
LOTS 30-32 ESTELLE AVE FAIRMOUNT PARK ADD.	123.00
LOTS 38-40 ESTELLE AVE. FAIRMOUNT PARK ADD.	123.00

LOTS 98-100 ESTELLE AVE. FAIRMOUNT PARK ADD.	123.00
LOTS 29-31 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	123.00
LOTS 54-56 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	246.00
LOTS 62-64 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	123.00
W1/2 LOTS 1-3-5-7 ERIE AVE. FAIRMOUNT PARK ADD.	123.00

SECTION 6. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOTS 33-35 ERIE AVE. FAIRMOUNT PARK ADD.	123.00
LOTS 41-43 MT VERNON NOW ERIE FAIRMOUNT PARK ADD.	123.00
LOTS 101-103 MT. VERNON NOW ERIE AVE. FAIRMOUNT PARK ADD.	123.00
LOTS 26-28 MT. VERNON NOW ERIE AVE. FAIRMOUNT PARK ADD.	123.00
LOTS 82-84 ERIE AVE. FAIRMOUNT PARK ADD.	123.00
LOTS 90-92 MT OLIVE NOW CHAUTAUQUA AVE FAIRMOUNT PARK ADD	123.00
LOTS 26-28 LORRAINE AVE. FAIRMOUNT PARK ADD.	123.00
LOTS 30-32 LORRAINE AVE. FAIRMOUNT PARK ADD.	123.00
LOTS 74-76 LORRAINE AVE. FAIRMOUNT PARK ADD.	246.00
LOTS 25-27 BLOCK 1 ESTERBROOK PARK ADD.	123.00

LOTS 10-11 BLOCK 2 ESTERBROOK PARK ADD.	246.00
LOTS 33-35 BLOCK 2 ESTERBROOK PARK ADD.	246.00
LOTS 42-44 BLOCK 2 ESTERBROOK PARK ADD.	123.00
LOTS 27-29 BLOCK 3 ESTERBROOK PARK ADD.	123.00
LOT 31 BLOCK 3 ESTERBROOK PARK ADD.	123.00
LOTS 43-45 BLOCK 3 ESTERBROOK PARK ADD.	123.00
LOT 12 & S 10 FT LOT 14 BLOCK 3 ESTERBROOK PARK ADD.	246.00
LOT 9 W E EVANS ADD.	123.00
LOTS 13-15 BLOCK 4 ESTERBROOK PARK ADD.	123.00
LOT 21 & S 1/2 LOT 23 BLOCK 4 ESTERBROOK PARK ADD.	123.00
LOTS 18-20 BLOCK 5 ESTERBROOK PARK ADD.	123.00
LOTS 17-19 BLOCK 5 ESTERBROOK PARK ADD.	246.00
LOTS 21-23 BLOCK 5 ESTERBROOK PARK ADD.	246.00
LOTS 6-8 VOLUTSIA AVE. WOODRIDGE PLACE ADD.	123.00
LOTS 62-64 VOLUTSIA AVE. WOODRIDGE PLACE ADD.	123.00
LOTS 21-23 ERIE AVE. WOODRIDGE PLACE ADD.	246.00
LOTS 82-84 MT. VERNON NOW ERIE AVE. WOODRIDGE PLACE ADD.	123.00

LOTS 86-88 MT. VERNON NOW ERIE AVE. WOODRIDGE PLACE ADD.	123.00
LOTS 90-92-94 ERIE AVE. WOODRIDGE PLACE ADD.	123.00
LOTS 59-61 MT. OLIVE NOW CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	123.00
LOTS 63-65 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	123.00
LOTS 131-132 & W 12 1/2 FT LOT 133 NORTH LAWN ADD.	123.00
LOTS 79-81 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	123.00
LOTS 91-93 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	246.00
LOTS 33-35 LORRAINE AVE. WOODRIDGE PLACE ADD.	123.00
LOTS 49-51 LORRAINE AVE. WOODRIDGE PLACE ADD.	123.00
LOTS 6-8 LORRAINE AVE. WOODRIDGE PLACE ADD.	246.00
LOTS 34-36 LORRAINE AVE. WOODRIDGE PLACE ADD.	123.00
LOTS 74-76 LORRAINE AVE. WOODRIDGE PLACE ADD.	246.00
LOTS 30-32 LORRAINE AVE. GIRARD ADD.	123.00
LOTS 49-51-53 MT. OLIVE NOW CHAUTAUQUA AVE. GIRARD ADD.	63.00
LOTS 6-8 GOETHE NOW ESTELLE ROSE HILL ADD.	123.00
LOTS 10-12 ESTELLE AVE. ROSE HILL ADD.	123.00
LOTS 14-16 GOETHE NOW ESTELLE AVE. ROSE HILL ADD.	123.00
S 10 FT LOT 80 & N 20 FT LOT 82 MAIN ST. ENGLISH'S 9TH. ADD.	123.00

S1/2 LOT 26 POPLAR ST. GETTO'S 3RD. ADD.	123.00
N 38 1/2 FT LOT 38 & S 13 1/2 FT LOT 40 GOETHE NOW ESTELLE GETTO'S 3RD. ADD.	246.00
S 52 FT N 66 FT LOT 44 ESTELLE AVE. GETTO'S 3RD. ADD.	123.00
N 14 FT LOT 44 & 16 FT ALLEY ADJ ONN & S 24 FT LOT 46 GOETHE NOW ESTELLE GETTO'S 3RD. ADD.	123.00
N 38.5 FT LOT 37 & S 13.5 FT LOT 39 ACADEMY NOW VOLUTSIA AVE. GETTO'S 3RD. ADD.	123.00

SECTION 7. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOTS 26-28 TYLER NOW GROVE AVE. FAIRMOUNT ORCHARDS ADD.	123.00
W 74 FT LOTS 2-4-6-8 GREEN AVE. FAIRMOUNT ORCHARDS ADD.	123.00
LOTS 5-7 GOETHE NOW ESTELLE AVE. FAIRMOUNT ORCHARDS ADD.	246.00
E 67 1/4 FT LOTS 2-4-6-8 GOETHE NOW ESTELLE AVE. FAIRMOUNT ORCHARD ADD.	123.00
LOTS 32-34 2ND. FAIRMOUNT ORCHARDS ADD.	246.00
LOTS 1-2-3 CENTRAL AVE. SAMUELS 2ND. ADD.	123.00
LOTS 7-9 & S 20 FT LOT 11 FAIRMOUNT AVE. FAIRMOUNT PLACE ADD.	123.00
LOTS 99-101 HOLYOKE AVE. FAIRMOUNT ADD.	123.00
LOTS 160-162 HOLYOKE AVE. FAIRMOUNT ADD.	123.00
LOTS 77-79-81 FAIRMOUNT AVE. FAIRMOUNT ADD.	123.00

LOTS 134-136 FAIRMOUNT AVE. FAIRMOUNT ADD.	123.00
LOTS 34-36 BLOCK 1 COLLEGE TERRACE ADD.	123.00
LOTS 38-40 BLOCK 1 COLLEGE TERRACE ADD.	246.00
LOTS 2-4 BLOCK 2 COLLEGE TERRACE ADD.	123.00
LOTS 61-63 BLOCK 5 COLLEGE TERRACE ADD	123.00
LOTS 78-80 LAWRENCE AVE ENGLISH 6TH. ADD.	123.00
LOTS 19-21 WALTER MORRIS ADD.	123.00
LOTS 168-170 WATER ST. LEE'S ADD.	123.00
VAC LOTS 20 TO 24 INC & 1/2 VAC ST ADJ GIBBONS GARDENS BEING BEG 525 FT S & 30 FT E NW COR SE 1/4 S 150 FT E 260 FT M-L N 150 FT W TO BEG SE 1/4 SEC 3	130.00
E 90 FT LOTS 92-94-96 ERIE AVE. SECOND SUNNY-SIDE ADD.	123.00
S 1/2 LOT 17 - ALL LOTS 19-21 CLEGG NOW KANSAS AVE. STAFFORD & STANCER'S ADD.	123.00
LOTS 10-12 BLOCK 3 ALLEN & SMITH'S ADD.	246.00
LOTS 625-626 FAIRFAX ADD.	123.00
LOTS 35-37-39 POPLAR AVE. CARR'S ADD.	123.00
LOTS 14-16 BLOCK 7 WESTMORELAND ADD.	123.00
LOT 28 & N 19 FT LOT 30 FANNIE AVE. NOW GREENWOOD BREWSTERS ADD.	123.00

LOTS 34-36 BLOCK 7 WESTMORELAND ADD.	123.00
LOTS 38-40 BLOCK 7 WESTMORELAND ADD.	123.00
LOTS 13-15 BLOCK 7 WESTMORELAND ADD.	123.00
LOTS 11-13 POPLAR AVE. DIXON'S ADD.	123.00
W 89 FT LOTS 82-84 ESTELLE AVE. DIXON'S ADD.	123.00
LOTS 62-64 & 1/2 VAC ALLEY ADJ ON EPATTIE AVE. LINCOLN ST. ADD.	123.00
LOT 253 & N 1/2 LOT 254 OVERLOOK ADD.	123.00
LOTS 17-19 STRONG'S SUB. BLK 4 SCHWEITER'S 2ND. ADD.	123.00
LOTS 17-19 GREEN ST REPLAT OF PART OF GETTOS 2ND ADD.	123.00
LOTS 16-18-20 ESTELLE AVE REPLAT OF PART OF GETTOS 2ND ADD.	246.00
LOTS 2-4 ORCHARD ST. COUNTRY CLUB PLACE ADD.	123.00
LOTS 62-63 OVERLOOK ANNEX	123.00
LOTS 118-120 WASHINGTON AVE CAMPBELL'S ADD.	123.00
LOTS 269-270 BELMONT PARK ADD.	123.00
LOTS 361-362 BELMONT PARK ADD.	123.00
LOTS 363-364 BELMONT PARK ADD.	123.00
LOTS 12-14 WALTER MORRIS & SONS 4TH ADD.	123.00

LOTS 28-30 WALTER MORRIS & SONS 4TH. ADD.	123.00
LOTS 32-34 WALTER MORRIS & SON'S 4TH. ADD.	123.00
LOTS 40-42-44-46 WALTER MORRIS & SON'S 4TH. ADD.	123.00
LOT 2 BLOCK A FRANCIS HARVEY ADD.	123.00
LOTS 50-51-52 BLOCK 4 EAST HIGHLANDS ADD.	123.00
LOTS 20-21 BLOCK 14 EAST HIGHLANDS ADD.	123.00
LOTS 22-23 BLOCK 14 EAST HIGHLANDS ADD.	123.00

SECTION 8: That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOT 22 BLOCK 5 LINCOLN TERRACE ADD.	123.00
LOT 11 BLOCK 13 GARDENPARK ADD.	123.00
LOT 23 BLOCK 3 PARKMORE ADD.	123.00
LOT 1 BLOCK 8 SCHWEITER'S 8TH. ADD.	123.00
LOT 17 BLOCK 4 BEVERLY MANOR ADD.	123.00
LOT 6 BLOCK G MILLAIR ADD.	123.00
LOT 21 GRAHAM-PRATER SUB. NO. 2	123.00
E 47 FT LOT 6 & W 25 FT LOT 7 BLOCK 5 SHADYBROOK ADD.	246.00

LOT 20 BLOCK 14 SHADYBROOK ADD.	123.00
LOT 6 BLOCK 18 SHADYBROOK ADD.	123.00
LOTS 23-24 BLOCK 13 COUNTRY CLUB HEIGHTS ADD.	123.00
LOTS 33-34 BLOCK 15 COUNTRY CLUB HEIGHTS ADD.	246.00
LOT 3 BLOCK 2 EAST HIGHLAND NORTH ADD.	123.00
LOT 9 BLOCK 3 EAST HIGHLAND NORTH ADD.	123.00
LOT 17 BLOCK G YALE HEIGHTS ADD.	123.00
LOTS 15-16 BLOCK 3 COUNTRY CLUB HEIGHTS ADD.	123.00
LOTS 11-12 BLOCK 8 COUNTRY CLUB HEIGHTS ADD.	123.00
LOT 3 BLOCK 1 PURCELL'S 2ND. ADD.	123.00
LOT 1 BLOCK 2 OAKWOOD ESTATES ADD.	123.00
S 51 FT LOT 35 & N 9 FT LOT 36 BLOCK 6 RAINBOW 1ST ADD.	123.00
LOT 1 EXC BEG NW COR E 36.63 FT S 102 FT TO S LI W 36.42 FT N 102 FT TO BEG BLOCK 21 RAINBOW FIRST ADD	123.00
LOT 6 BLOCK P UNIVERSITY PARK ADD.	123.00
LOT 24 BLOCK 1 LOUIS 4TH. ADD.	123.00
N 10 FT LOT 33-ALL LOTS 34-35 BLOCK 16 UNIVERSITY HEIGHTS ADD.	246.00

S 9.5 FT LOT 21 & ALL LOT 23 & N 23.5 FT LOT 25 PIATT AVE. STITES BROS. ADD.	123.00
N 20 FT LOT 26-ALL LOT 27 & S 15 FT LOT 28 BLOCK 17 UNIVERSITY HEIGHTS ADD.	123.00
LOT 11 BLOCK 3 UNIVERSITY HEIGHTS 2ND. ADD.	123.00
LOTS 29-31 TENTH ST. ADD.	123.00
LOT 2 BLOCK 1 CHRISTY MANOR ADD.	123.00
LOTS 45-47 BLOCK 14 LINWOOD PARK ADD.	123.00
LOTS 13-15 BLOCK 15 LINWOOD PARK ADD.	123.00
LOT 5 & W 35 FT LOT 6 BARTLETT PLAZA ADD.	123.00
LOTS 118-120 SPRUCE ST. LOGAN ADD.	123.00
LOT 8 BLOCK 4 J. WALTER ROSS ADD.	123.00
LOT 8 & N 12 1/2 FT LOT 10 BLOCK 3 KANSAS ADD.	123.00
LOT 13 BLOCK 5 J. WALTER ROSS ADD.	123.00
LOT 7 BLOCK 7 J. WALTER ROSS ADD.	123.00
LOT 1 BLOCK 2 PURCELL'S 7TH. ADD.	123.00
LOT 22 BLOCK 4 PURCELL'S 7TH. ADD.	123.00
LOT 3 BLOCK 2 KEN-MAR ADD.	123.00

LOT 26 BLOCK 2 KEN-MAR ADD.	123.00
LOT 17 BLOCK 3 KEN-MAR ADD.	246.00
LOTS 57-59 CHAUTAUQUA AVE. CENTRAL AVE. ADD.	123.00
LOTS 6-8 MABEL NOW ESTELLE AVE. MOSSMAN'S 2ND. ADD.	246.00
LOTS 112-114 GREEN ST. FAIRMOUNT PARK ADD.	246.00
LOT 6 BLOCK J AUDREY MATLOCK HEIGHTS 1ST. ADD.	246.00
LOT 4 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	123.00
LOT 20 BLOCK Q AUDREY MATLOCK HEIGHTS 1ST. ADD.	123.00
E1/2 LOTS 2-4-6-8 ESTELLE AVE FAIRMOUNT PARK ADD.	123.00
N 15 FT LOT 14-ALL LOT 16 BLOCK 3 ESTERBROOK PARK ADD.	123.00

SECTION 9. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOT 2 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	246.00
LOT 9 BLOCK Y AUDREY MATLOCK HEIGHTS 1ST. ADD.	123.00
LOT 9 BLOCK 4 DETWILER'S ADD.	123.00
LOTS 71-73 MT OLIVE NOW CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	123.00

LOT 9 BLOCK 4 CLASSEN PARKED ADD.	123.00
LOTS 18-20 GOETHE NOW ESTELLE AVE. ROSE HILL ADD.	123.00
LOT 11 EXC W 27 FT BLOCK 2 PAWNEE RANCH ADDITION	123.00
LOT 18 BLOCK 4 PAWNEE RANCH ADDITION	123.00
LOT 11 REPLAT OF BLOCK 12 PAWNEE RANCH ADD.	123.00
LOT 14 2ND. REPLAT OF PT OF PAWNEE RANCH ADD.	123.00
LOT 28 BLOCK F EASTRIDGE 6TH. ADD.	123.00
LOT 13 BLOCK 2 RUSSELL ROSS ADD.	123.00
LOT 2 BLOCK 4 ELM HEIGHTS ADD.	123.00
LOTS 22-24 GRACE NOW MINNEAPOLIS AVE BLACK'S ADD	123.00
LOTS 38-40 SPANGENBERGER'S SUB.	123.00
LOT 1 BLOCK 5 RIDGECREST ADD.	123.00
W 165 FT LOT 57 EXC W 30 FT FOR ST HILLSIDE GARDENS ADD.	123.00
LOT 80 EXC E 30 FT FOR ST. HILLSIDE GARDENS ADD.	123.00
LOT 5 EXC CC A -55094 SEWER ROW BLOCK D RESERVE ADD.	123.00
LOT 20 BLOCK 1 ROBERT L. MYERS ADD.	123.00
LOT 16 BLOCK 2 ROBERT L. MYERS ADD.	123.00

LOT 1 GARDNER'S MURDOCK AVE. ADD.	123.00
LOT 2 GARDNER'S MURDOCK AVE. ADD.	123.00
LOT 3 GARDNER'S MURDOCK AVE. ADD.	123.00
LOT 4 GARDNER'S MURDOCK AVE. ADD.	123.00
LOT 5 GARDNER'S MURDOCK AVE. ADD.	123.00
LOT 6 GARDNER'S MURDOCK AVE. ADD.	123.00
LOT 7 GARDNER'S MURDOCK AVE. ADD.	123.00
LOT 9 GARDNER'S MURDOCK AVE. ADD.	123.00
LOT 10 GARDNER'S MURDOCK AVE. ADD.	123.00
LOT 11 GARDNER'S MURDOCK AVE. ADD.	123.00
LOTS 31-33 & 1/2 VAC ALLEY ADJ ON WBLOCK 6 HARRIS & HOFFELD'S SUB.	123.00
LOT 1 EXC N 155 FT & W 10 FT LOT 2 EXC N 155 FT CHERRY HILLS ADD.	123.00
LOTS 18-20 BLOCK 7 WESTMORELAND ADD.	123.00
LOTS 69-70 OVERLOOK ADD.	123.00
LOT 15 BLOCK 1 RIDGECREST 2ND. ADD.	123.00
LOTS 16-17-18-19-20 BLOCK 1 RIDGECREST 2ND. ADD.	123.00

LOTS 16-18 BLOCK A FREDERICKS' ADD.	123.00
LOTS 121-122-123 BELMONT PARK ADD.	123.00
LOT 9 BLOCK 8 EASTRIDGE 11TH. ADDITION	246.00
LOTS 3-4 BLOCK 1 EAST HIGHLANDS ADD.	123.00
LOT 28 BLOCK E PLANEVIEW SUB. NO. 1	123.00
LOT 12 BLOCK 1 PARKMORE ADD.	246.00
LOT 25 FAIRMOUNT PARK 2ND. ADD.	246.00
LOT 52 BLOCK J PLANEVIEW SUB. NO. 1	246.00
LOT 31 BLOCK O PLANEVIEW SUB. NO. 1	123.00
LOT 43 BLOCK O PLANEVIEW SUB. NO. 1	123.00
LOT 23 BLOCK C PLANEVIEW SUB. NO. 2	123.00
LOT 45 BLOCK E PLANEVIEW SUB. NO. 2	123.00
LOT 11 EXC S 10 FT BLOCK A HEALY & NEWMAN ADD.	123.00

SECTION 10. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOT 47 BLOCK F PLANEVIEW SUB. NO. 2	123.00
LOT 51 BLOCK F PLANEVIEW SUB. NO. 2	123.00

LOT 81 BLOCK F PLANEVIEW SUB. NO. 2	246.00
LOT 17 EXC S 20.93 FT M-L KTA BLOCK I PLANEVIEW SUB. NO. 2	123.00
LOT 31 BLOCK I PLANEVIEW SUB. NO. 2	123.00
LOT 35 BLOCK I PLANEVIEW SUB. NO. 2	123.00
LOT 24 BLOCK J PLANEVIEW SUB. NO. 2	123.00
LOT 48 BLOCK J PLANEVIEW SUB. NO. 2	246.00
LOT 41 BLOCK C HILLTOP MANOR SUB. A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND. ADD.	123.00
LOT 35 BLOCK D HILLTOP MANOR SUB A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND.	123.00
LOT 3 BLOCK E HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	246.00
LOT 18 EXC THAT PT E OF LINE 72.15 FT NW OF SE COR EXT NE TO PT 45.4 FT NW OF NE COR BLOCK F HILLTOP MANOR SUB A REPLAT OF PT HILLTOP MANOR & HILLTOP	123.00
LOT 1 BLOCK G HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	123.00
LOT 26 BLOCK G HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	123.00
LOT 32 BLOCK H HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	246.00
LOT 15 BLOCK 4 EASTMOOR ADD.	246.00
LOT 1 BLOCK R UNIVERSITY PARK ADD.	123.00
LOT 5 & TH PT LOT 6 N OF LI 27 FT NELY OF SE COR EXT TO PT 14 FT N OF SW COR BLOCK 13 2ND. ADD. TO CRESTVIEW HEIGHTS	130.00

LOT 2 EXC RUTH 2ND. ADD. & EXC DRY ADD. RUTH ADDITION	123.00
LOTS 16-17-18 BLOCK 17 UNIVERSITY HEIGHTS ADD.	123.00
LOT 15 BLOCK A UNIVERSITY PARK 2ND. ADD.	123.00
LOT 23 BLOCK 1 BUILDERS 3RD. ADD.	123.00
LOT 12 BLOCK 4 J WALTER ROSS ADD.	123.00
LOT 1 EXC S 43.45 FT BLOCK 7 CHERRY CREEK HILLS ADD.	246.00
S 43.45 FT LOT 1 BLOCK 7 CHERRY CREEK HILLS ADD.	123.00
LOT 2 BLOCK 2 PRAIRIE HILLS SECOND ADD.	123.00
LOT 1 BROADMOOR SECOND ADD.	123.00
LOT 2 CURRY ADD.	130.00
LOT 28 BLOCK 5 KEN-MAR ADD.	123.00
LOT 9 BLOCK 6 OAK KNOLL ADD.	123.00
BEG NE COR LOT 1 S 84.23 FT NW 148.74 FT TO W LI N 3.60 FT TO NW COR LOT 1 E 125 FT TO BEG BLOCK 1 SCOTT STUCKEY SECOND ADD	123.00
LOT 36 BLOCK 6 KEN-MAR ADD.	123.00
LOT 5 BLOCK 2 TEAL COVE ADDITION	123.00
LOT 6 BLOCK D CONQUEST NORTH ADD.	246.00
LOT 7 BLOCK D CONQUEST NORTH ADD.	123.00

LOT 8 BLOCK D CONQUEST NORTH ADD.	123.00
N 45 FT LOTS 72-74-76-78-80 TEXAS AVE WEST WICHITA ADD.	123.00
N 45 FT S 90 FT LOTS 72-74-76-78-80TEXAS AVE WEST WICHITA ADD.	123.00
S 264 FT W 5 ACRES SE1/4 SE1/4 EXC S 40 FT FOR RD. SEC 7-28-1E	123.00
E 549 FT S 319.17 FT SE 1/4 SE 1/4 EXC E 225 FT & EXC S 50 FT FOR RD SEC 18-28-1E	233.00
N 328.8 FT E 1/2 SE 1/4 SE 1/4 EXC E 40 FT FOR STREET SEC 19-28-1E	343.00
W 51 FT E 126 FT S 140 FT LOT 3 BLOCK 5 LAWRENCE ADD.	43.00
E1/2 SE1/4 EXC N 2039.23 FT & EXC RD R-O-W & EXC W 240 FT SEC 30-27-1W	185.00
LOT 2 EXC BEG NW COR E 5 FT S TO SWCOR N TO BEG BLOCK 7 GRANDVIEW HEIGHTS ADD.	246.00
LOTS 46-48 PALMERSTON NOW GORDON AVE. MARTINSON'S 5TH. ADD.	123.00
LOTS 248-250 EXC W 5 FT CCA-56857 EDWARDS AVE. MARTINSON'S 5TH. ADD.	123.00
LOT 9 BLOCK R AUDREY MATLOCK HEIGHTS 1ST. ADD.	123.00
LOTS 2-4 SYCAMORE ST. GLENDALE ADD.	123.00
LOTS 66-68 MUNNELL ST GLENDALE ADD.	123.00
LOTS 70-72 MUNNELL ST. GLENDALE ADD.	246.00

SECTION 11. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOTS 20-22 MERIDIAN AVE. MAPLE ST. ADD.	123.00
LOTS 13-15 BLOCK D WHEELER'S ADD.	123.00
LOT 17 BLOCK T AUDREY MATLOCK HEIGHTS 1ST. ADD.	123.00
LOTS 45-47 BLOCK G SOUTH UNIVERSITY PLACE ADD.	123.00
THAT PT RESERVE D BEG 66 FT NE SWLYCOR SE PAR. TO SLY LI 60 FT ELY 67.2 FT SELY 24 FT TO E LI RES D NE64 FT TO NELY COR NW 130 FT SW 113 FT TO BEG. EA	123.00
LOT 38 BLOCK G SOUTH UNIVERSITY PLACE ADD	123.00
LOTS 25-27 BLOCK O SOUTH UNIVERSITY PLACE ADD.	123.00
LOTS 63-65-67 BLOCK G SHEARMAN'S ADD.	123.00
LOT 85 EXC N 5 FT-ALL LOT 87 & N 5 FT LOT 89 SEDGWICK ST. STILES & SMITH'S ADD.	123.00
LOTS 130-132 WALKER AVE. GARFIELD ADD.	123.00
N 70 FT LOTS 62-64-66-68 WALKER ST GARFIELD 2ND. ADD.	123.00
LOTS 32-34 MAPLE ST. SMITHSON'S SUB.	123.00
LOTS 28-30 PALMERSTON NOW GORDON AVE. SMITHSON'S SUB.	123.00
LOT 12 BLOCK 2 MERIDIAN PARK ADD.	123.00
E 65.8 FT LOTS 150-152 EXPOSITION AVE. MC CORMICK'S 2ND. ADD.	123.00
LOTS 117-119 DODGE AVE. MC CORMICK'S 3RD. ADD.	123.00

S 21 FT LOT 43-ALL LOT 45 & N 4 FT VAC MERTON ON S. BLOCK 2 WHITLOCKS REPLAT	123.00
LOTS 34-36 BLOCK 8 WHITLOCK'S REPLAT	123.00
LOTS 7-9 BLOCK 13 WHITLOCK'S REPLAT	123.00
LOTS 32-34-36 BLOCK 14 WHITLOCK'S REPLAT	123.00
LOTS 33-35-37 BLOCK 14 WHITLOCK'S REPLAT	123.00
LOT 2 EXC WLY 20.5 FT BLOCK 5 CLASSEN PARKED ADD.	246.00
S 1 FT LOT 11 & N 50 FT LOT 12 BLOCK 4 RIDGECREST ADD.	246.00
LOTS 1-3-5-7 & 1/2 VAC ALLEY ADJ ON W BLOCK 23 J. O. DAVIDSON'S 2ND. ADD.	123.00
LOTS 23-25-27 BLOCK 25 J. O. DAVIDSON'S 2ND. ADD.	123.00
LOTS 37-39 VINE ST BLOCK G PRINCESS ADD	123.00
LOT 20 BLOCK 4 RIDGECREST ADD.	246.00
LOT 1 YATES ADD.	123.00
LOTS 96-97-98 FAIRFAX ADD.	123.00
LOTS 23-25 MADRID AVE. GARFIELD PARK ADD.	123.00
LOT 1 BLOCK 1 HARPERS 2ND. ADD.	123.00
LOT 21 BLOCK 1 HARPERS 2ND. ADD.	123.00
LOT 14 BLOCK 20 PAWNEE PARK ADD.	123.00

LOT 3 INDIAN HILLS ADD.	123.00
LOTS 2-4-6 BLOCK 8 QUINCY ADD.	123.00
LOTS 138-140 GORDON RICHMOND 3RD. ADD.	123.00
LOT 6 TETRICK ADD.	123.00
S 12 FT OF E 135 FT LOT 2 & N 68 FTOF E 135 FT LOT 3 MC COMAS ACRES ADD.	123.00
LOT 19 BLOCK 2 BONNIE BRAE ADD.	123.00
LOT 24 BLOCK 10 ORCHARD PARK ADD.	246.00
LOT 3 ROBSON HEIGHTS 2ND. ADD.	123.00
LOT 7 BLOCK 3 JENKINS 2ND. ADD.	123.00
LOT 4 J & G REPLAT IN EASTWOOD VILLAGE ADD.	123.00
LOT 8 BLOCK 4 KELL HAWKINS ADD.	246.00
LOT 4 BLOCK 1 WESTBREEZE ADD	123.00
LOT 16 BLOCK 5 1ST. ADD. TO SOUTHWEST VILLAGE	123.00
LOT 20 BLOCK 10 1ST. ADD. TO SOUTHWEST VILLAGE	123.00
LOT 11 BLOCK 11 DOWNTAIN'S 1ST. ADD.	123.00
LOT 26 BLOCK 13 DOWNTAIN'S 1ST. ADD.	123.00

LOT 10 GENTRY 3RD. ADD.	246.00
-------------------------	--------

SECTION 12. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOTS 1 & 2 BLOCK 2 LESTER ADDITION	123.00
LOT 14 BLOCK 1 3RD. ADD. TO SOUTHWEST VILLAGE	123.00
LOT 2 BLOCK 18 4TH. ADD. TO SOUTHWEST VILLAGE	123.00
LOT 17 EXC S 7 FT & S 4 FT LOT 16 BLOCK 1 BUILDER'S 14TH. ADD.	123.00
LOT 6 BLOCK F PLANEVIEW SUB. NO. 1	123.00
LOT 12 BLOCK 11 BUILDERS 14TH. ADD.	123.00
LOT 7 BLOCK A SUNNYSIDE GARDENS 4TH. ADD.	123.00
LOT 6 BLOCK C SUNNYSIDE GARDENS 4TH ADD.	123.00
LOT 27 BLOCK J PLANEVIEW SUB. NO. 1	246.00
LOT 10 BLOCK F PLANEVIEW SUB. NO. 2	246.00
LOT 15 EXC E 7 1/2 FT & EXC W 213 FT THEREOF HATCHER-GOMEZ ADDITION	182.30
W1/2 LOT 21 & ALL LOTS 23-25-27 BLOCK 23 ORIENTA PARK 2ND. ADD.	123.00
ODD LOTS 39 THRU 47 INC. BLOCK 8 COLLEGE CREST ADD.	246.00

LOT 11 EXC BEG 233.6 FT W NE COR LOT 11 W 75 FT SWLY 147.8 FT NELY TO BEG & EXC N 20 FT W 250 FT FOR RD & EXC CCA-77197 BLOCK 1 SUNSET HEIGHTS 5TH. AD	185.00
S 38.7 FT LOT 6 BLOCK L BROADMOOR ADDITION	123.00
LOT 8 BLOCK D SOUTH HYDRAULIC PARK 2ND. ADD.	260.00
LOT 5 EXC BEG NWLY COR NELY ALG N LI 87.52 FT SE 34.84 FT SWLY 7 FT SE 37.29 FT TO S LI SW 84.2 FT TO SWLY COR NLY 63.81 FT TO BEG. BLOCK Q WESTRIDGE	123.00
LOT 4 BLOCK X WESTRIDGE VILLAGE ADD.	123.00
LOT 3 BLOCK H MONA KAY MATLOCK ADD.	123.00
LOT 1 HIGHFILL ADDITION	123.00
LOT 1 EXC S 9.9 FT TO CITY FOR ST. WESTAIR ADDITION	130.00
LOT 1 BLOCK 1 HAMPTON ADD.	383.00
LOT 15 BLOCK 2 OAK KNOLL ADD.	123.00
LOT 1 EXC W 230 FT MERIDIAN CENTER ADD.	130.00
N 108 FT LOT 1 CALIENDO 10TH. ADD.	123.00
LOTS 22-24 DAYTON AVE LAWRENCE'S 7TH ADD.	246.00
LOT 1 BLOCK 4 SOUTH SENECA GARDENS 4TH ADD.	123.00
LOT 3 BLOCK 5 SOUTH SENECA GARDENS 4TH. ADD.	123.00
LOT 10 BLOCK 11 SOUTH SENECA GARDENS 4TH. ADD.	123.00

LOT 19 EXC NWLY 36.46 FT BLOCK B WILLO-ESQUE 4TH. ADD.	123.00
LOT 11 EXC E 37.61 FT THEREOF BLOCK 2 NORTHWEST VILLAGE 2ND. ADD.	123.00
N 25 FT LOT 49 & 1/2 VAC LOCUST ST. ADJ KAEISERS 2ND. ADD.	123.00
LOT 3 EXC E 12 FT BLOCK A WEST FOREST 3RD. ADD.	123.00
LOTS 18-20 BLOCK B SOUTH UNIVERSITY PLACE ADD.	123.00
LOT 17 BLOCK 5 GOLDEN HILLS 5TH. ADD.	123.00
LOT 19 BLOCK B PARK GLEN ADD.	123.00
LOT 12 BLOCK 4 STONEBRIAR ADD.	123.00
BEG NE COR LOT 9 TH SWLY 210 FT NWLY ALG SLY LI 43.6 FT NELY 210 FT TO NLY LI SELY 43.6 FT TO BEG BLOCK 1 BRADFORD NORTH 3RD ADD	123.00
LOT 1 EXC BEG WLY MOST NW COR E 435.17 FT S 233.16 FT W 385.17 FT N 85.16 FT W 50 FT N 148 FT TO BEG & EXC N 358.83 FT BLOCK 1 PLAZA AT CHERRY CREEK H	288.00
LOTS 30-32 & S 2 FT LOT 28 BLOCK G SOUTH UNIVERSITY PLACE ADD.	123.00
LOTS 43-45 BLOCK 10 J. O. DAVIDSON'S 2ND. ADD.	123.00
LOT 3 BLOCK 1 BELLE TERRE SOUTH ADD.	123.00
LOT 6 BLOCK 1 BELLE TERRE SOUTH ADD.	123.00
LOT 14 BLOCK 4 BELLE TERRE SOUTH ADD.	123.00
LOT 15 BLOCK 4 BELLE TERRE SOUTH ADD.	123.00

LOT 37 BLOCK 4 BELLE TERRE SOUTH ADD.	123.00
LOT 38 BLOCK 4 BELLE TERRE SOUTH ADD.	123.00
LOT 16 BLOCK 5 SPRINGDALE LAKES 2ND. ADD.	123.00
LOTS 15-17 BLOCK 20 J. O. DAVIDSONS 2ND. ADD.	123.00
LOT 16 BLOCK 6 ANGEL ACRES ADD.	123.00

SECTION 13. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOT 1 STONEBOROUGH 2ND ADD.	178.00
LOT 2 STONEBOROUGH 2ND ADD.	178.00
W 100 FT LOT 80 MIDLAND PARK ADD.	123.00
LOT 2 BLOCK 1 SOUTHRIVER ADD.	130.00
LOT 1 BLOCK 3 APPLEWOOD FARMS ADD.	356.00
LOT 9 BLOCK 3 SOUTH HYDRAULIC GARDENS ADD.	123.00
LOT 10 BLOCK 5 SOUTH HYDRAULIC GARDENS ADD.	123.00
LOT 22 EXC E 330 FT & EXC S 190 FT W 315 FT VANDALE ADD.	123.00
BEG 40 FT N & 308.5 FT E OF SW COR W 468.5 FT SW1/4 NE1/4 SW1/4 E 100 FT N 140 FT W 100 FT S TO BEG SEC 23-27-1W	123.00

LOT 9 BLOCK 1 BELLE TERRE SOUTH 2ND ADD.	123.00
LOT 2 COX'S REPLAT	123.00
LOTS 9-11 BLOCK 2 DUGANS ADD.	123.00
LOT 21 BLOCK 4 SAWMILL CREEK ADD.	123.00
LOT 23 BLOCK 4 SAWMILL CREEK ADD.	123.00
LOT 4 BLOCK 5 SAWMILL CREEK ADD.	123.00
LOT 6 BLOCK 5 SAWMILL CREEK ADD.	123.00
LOT 40 BLOCK 5 SAWMILL CREEK ADD.	123.00
LOT 42 BLOCK 5 SAWMILL CREEK ADD.	123.00
LOT 43 BLOCK 5 SAWMILL CREEK ADD.	123.00
THAT PART LOT 14 BEG NE COR S 100FT TO SE COR W 113.87 FT NE 137.66 FT TO CUR ELY ALG CUR 32.6 FT TO BEG & LOT 15 EXC E 48 FT BLOCK 6 SAWMILL CREEK ADDI	123.00
E 48 FT LOT 15 & LOT 16 EXC E 37 FT BLOCK 6 SAWMILL CREEK ADD.	123.00
E 37 FT LOT 16 & LOT 17 EXC E 26 FT BLOCK 6 SAWMILL CREEK ADD.	123.00
ALL LOT 19 & E 15 FT LOT 18 BLOCK 6 SAWMILL CREEK ADD.	123.00
LOT 7 BLOCK 1 WHISPERING LAKES ESTATES ADD.	123.00
LOT 8 BLOCK 1 WHISPERING LAKES ESTATES ADD.	123.00

LOT 9 BLOCK 1 WHISPERING LAKES ESTATES ADD.	123.00
LOT 34 BLOCK 1 WHISPERING LAKES ESTATES ADD.	123.00
LOT 11 BLOCK 2 WHISPERING LAKES ESTATES ADD.	123.00
LOT 12 BLOCK 2 WHISPERING LAKES ESTATES ADD.	123.00
LOT 22 BLOCK 3 WHISPERING LAKES ESTATES ADD.	123.00
LOT 26 BLOCK 3 WHISPERING LAKES ESTATES ADD.	123.00
LOT 27 BLOCK 3 WHISPERING LAKES ESTATES ADD.	123.00
LOT 16 BLOCK 4 WHISPERING LAKES ESTATES ADD.	123.00
LOT 19 BLOCK 4 WHISPERING LAKES ESTATES ADD.	123.00
LOT 20 BLOCK 4 WHISPERING LAKES ESTATES ADD.	123.00
LOT 21 BLOCK 4 WHISPERING LAKES ESTATES ADD.	123.00
LOT 22 BLOCK 4 WHISPERING LAKES ESTATES ADD.	123.00
LOT 23 BLOCK 4 WHISPERING LAKES ESTATES ADD.	123.00
LOT 24 BLOCK 4 WHISPERING LAKES ESTATES ADD.	123.00
LOT 25 BLOCK 4 WHISPERING LAKES ESTATES ADD.	123.00
LOT 26 BLOCK 4 WHISPERING LAKES ESTATES ADD.	123.00

LOT 27 BLOCK 4 WHISPERING LAKES ESTATES ADD.	123.00
LOT 11 BLOCK 5 WHISPERING LAKES ESTATES ADD.	123.00
LOT 13 BLOCK 5 WHISPERING LAKES ESTATES ADD.	130.00
LOT 7 BLOCK 7 EASTRIDGE SEVENTH ADD.	123.00
LOTS 23-24 BLOCK 5 ORCHARD PARK ADD.	123.00
LOT 7 BLOCK 4 KELL HAWKINS ADD.	123.00
LOT 14 BLOCK C F A BROWN'S 2ND. ADD.	123.00
LOT 18 & W 2 FT LOT 17 BLOCK 2 BUILDER'S 14TH. ADD.	123.00
LOT 9 GROVE'S ADD.	123.00

SECTION 14. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOT 21 EXC N 6 FT & N 7.5 FT LOT 20 BLOCK 3 GALYARDT'S 1ST. ADD.	123.00
W 17 FT LOT 4 & E 44 FT LOT 5 BLOCK B WESTBOROUGH PLACE ADD.	123.00
LOT 2 BLOCK A WESTVALE ADD.	123.00
LOT 10 BLOCK B COUNTRY ACRES FOURTH ADD.	123.00
LOT 5 BLOCK 3 PURCELL'S 9TH. ADD.	246.00

LOT 4 BLOCK F WESTPORT ADD.	130.00
LOT 2 PALMER ADDITION	123.00
LOT 6 BLOCK 9 WESTWOOD HEIGHTS 2ND. ADD.	123.00
LOT 7 BLOCK 6 WESTLINK VILLAGE SIXTEENTH ADD.	123.00
LOT 9 BLOCK 2 PAWNEE MESA 2ND. ADDITION	369.00
LOT 1 BLOCK 1 GOLDEN HILLS 3RD. ADD. EXEMPT NO. 1997-9743-TX	288.00
LOT 2 EXC W 385.17 FT THEREOF BLOCK 1 PLAZA AT CHERRY CREEK HILLS	295.00
LOT 2 BLOCK 1 BELLE TERRE SOUTH ADD.	123.00
LOT 14 BLOCK 6 ANGEL ACRES ADD.	123.00
LOT 27 3RD. CLARKDALE SUB.	123.00
THAT PART BLKS 2-7-8 BEG NE COR LOT14 BLK 8 N 355.91 FT TO PT 20 FT SLY OF CEN LI MOPAC RR ROW TH NW PAR TO & 20 FT SW OF SAID CEN LI 594.5 FT TH SELY	343.00
LOT 20 BLOCK 4 SAWMILL CREEK ADD.	123.00
E 1/2 ACRE LOT 28 EXC E 30 FT FOR ST. KNIGHT ACRES	123.00
N 1/2 TR BEG 40 FT E & 16.5 FT N SW COR NW 1/4 NW 1/4 N 312.48 FT E 268.8 FT S 312.48 FT W TO BEG SEC 29-28-1E	123.00
LOT 1 BLOCK B FOSSIL RIM ESTATES ADD.	178.00
LOT 20 BLOCK C SOUTHERN RIDGE ADD.	123.00

LOT 21 BLOCK A RIVENDALE ADD.	123.00
LOT 38 BLOCK B RIVENDALE ADD.	123.00
LOT 29 BLOCK E RIVENDALE ADD.	123.00
LOT 26 BLOCK B HIDDEN GLEN ADD.	123.00
LOT 16 BLOCK A CRYSTAL CREEK ADD.	123.00
LOT 18 BLOCK 3 FAWN GROVE AT SUNSET LAKES ADD	123.00
LOT 4 BLOCK A MY HOUSE ADD	123.00
LOT 4 BLOCK B MY HOUSE ADD	123.00
LOT 1 EXC BEG 1318.22 FT SLY NW CORTH SLY 281.38 FT SE 22.86 FT NLY 292.45 FT WLY 20 FT TO BEG & EXC BEG 697.86 FT SLY NW COR TH SLY 333.5 FT SE 34.55	465.00
S 225 FT LOT 1 HARRISON PARK 3RD ADD	245.00
LOT 20 BLOCK D FALCON FALLS 2ND ADD	123.00
LOT 1 BLOCK 1 SYCAMORE POND ADD	123.00
LOT 2 BLOCK 1 SYCAMORE POND ADD	123.00
LOT 3 BLOCK 1 SYCAMORE POND ADD	123.00
LOT 9 BLOCK 1 SYCAMORE POND ADD	123.00
LOT 10 BLOCK 1 SYCAMORE POND ADD	123.00

LOT 11 BLOCK 1 SYCAMORE POND ADD	123.00
LOT 13 BLOCK 1 SYCAMORE POND ADD	123.00
LOT 15 BLOCK 1 SYCAMORE POND ADD	123.00
LOT 16 BLOCK 1 SYCAMORE POND ADD	123.00
LOT 17 BLOCK 1 SYCAMORE POND ADD	123.00
LOT 19 BLOCK 1 SYCAMORE POND ADD	123.00
LOT 26 BLOCK 1 SYCAMORE POND ADD	123.00
LOT 27 BLOCK 1 SYCAMORE POND ADD	123.00
LOT 12 BLOCK 3 SYCAMORE POND ADD	123.00
LOT 7 BLOCK 4 SYCAMORE POND ADD	123.00
LOT 8 BLOCK 4 SYCAMORE POND ADD	123.00
LOT 12 BLOCK 4 SYCAMORE POND ADD	123.00
RESERVE A EXC W 60 FT N 62 FT SYCAMORE POND ADD	398.00

SECTION 15. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2011:

LOT 5 BLOCK 1 HOME DEPOT ADD	288.00
------------------------------	--------

LOT 1 BLOCK 3 OAK CLIFF ESTATES 6TH ADD	166.00
LOT 12 BLOCK 1 CEDAR VIEW VILLAGE ADD	123.00
LOT 1 BLOCK 2 CEDAR VIEW VILLAGE ADD	123.00
LOT 2 BLOCK 2 CEDAR VIEW VILLAGE ADD	123.00
LOT 3 BLOCK 2 CEDAR VIEW VILLAGE ADD	123.00
LOT 9 BLOCK 2 CEDAR VIEW VILLAGE ADD	123.00
LOT 10 BLOCK 2 CEDAR VIEW VILLAGE ADD	123.00
LOT 11 BLOCK 2 CEDAR VIEW VILLAGE ADD	123.00
TH PT LOT 1 BEG NW COR TH S 168.91 FT TH E 269.02 FT TH SELY 89.42 FT TH E 146.29 FT TH NWLY 251.36 FT TONE COR LOT 1 TH W TO BEG BLOCK 1 PLAZA AT CHE	185.00
LOT 7 BLOCK 1 B G'S 1ST ADD	123.00
LOT 8 BLOCK 1 B G'S 1ST ADD	123.00
LOT 9 BLOCK 1 B G'S 1ST ADD	123.00
LOT 10 BLOCK 1 B G'S 1ST ADD	123.00
LOT 2 BLOCK 5 J. WALTER ROSS ADD.	246.00
N 20 FT LOT 9-ALL LOT 11 ALICE NOW GREEN ST. MOSSMAN'S 2ND. ADD.	369.00
LOTS 53-55-57-59-61 WABASH ADD.	123.00

LOT 23 BLOCK 1 SYCAMORE POND ADD	123.00
BEG 131.6 FT N & 196 FT W SE COR NW1/4 SW 1/4 N 131.6 FT W 135 FT S 131.6 FT E 135 FT TO BEG EXC S 50.6 FT THEREOF SEC 26-27-1E	246.00

SECTION 16. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **1st** day of **March, 2011**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: HOME Program - Housing Development Loan Program

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the funding allocations and authorize the necessary signatures.

Background: On May 4, 2010, the City Council approved final allocations under the 2010-2011 second program year action plan funding process, which included a total of \$400,000 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding may be provided to non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The program funding must be utilized within the boundaries of the City's Redevelopment Incentives Area (RIA), Neighborhood Revitalization Area (NRA) and Local Investment Areas (LIA), as described within Neighborhood Revitalization Plan adopted by the City Council. Requests for funding under the program are received on an open application basis. The maximum funding amount available to any one applicant, as established by the Housing and Community Services Department, is \$175,000.

Analysis: Wichita Habitat for Humanity (WHH) submitted an HDLP application for financing of newly constructed homes on vacant lots to be acquired within the target areas. Residential Housing Solutions, LLC (RHS) has submitted an application for financing of newly constructed homes in the Northeast Local Investment Area.

Staff recommends funding the WHH application in the amount of \$61,544, to subsidize construction of a minimum of four homes in the City's target areas. Habitat's construction program is a national model which utilizes volunteers and in some cases, donated materials. Trades such as excavation, foundation construction, and heating/air conditioning are sub-contracted. Buyers participating in the program are required to volunteer time to participate in the construction of their own homes and in the construction of homes for other Habitat program participants. Habitat's program includes a mortgage carry-back for program participants, for a period of 20 years with no interest. Subsidies provided through the HOME Program are utilized to cover some of the sub-contracting expenses and to provide funding for site acquisition. Habitat typically constructs smaller homes on slab foundations with carports, and serves families whose incomes are less than 50% of median.

Staff also recommends funding the RHS application in the amount of \$46,456 in order to subsidize construction of one new home in the Northeast Local Investment Area, in the 1100 block of North Madison. RHS is a for-profit developer, and will develop the newly constructed home on a turn-key basis, utilizing a local building contractor. RHS will seek to identify a potential buyer from its customer base in its rental housing operation. Due to requirements imposed as part of the environmental reviews required under the HOME Program, a newly constructed home at the proposed location must be designed

with a front porch with the garage at the rear of the structure. These requirements add to the cost of construction, and when combined with predominant values in the neighborhood, increase the subsidy that is required in order to develop new single-family housing. The home will feature a basement and a two-car garage.

HOME funds provided for the construction of single-family homes within the City's targeted areas are generally provided as development subsidy in order to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The total of these costs cannot be entirely recovered from sale proceeds due to market constraints and the need to keep the homes affordable for income-eligible families. Typically, the development subsidy for homes constructed with HOME program funding is between \$30,000 and \$50,000, depending on acquisition costs, the cost of building materials and construction, and environmental review requirements. Currently, the maximum selling price for a home constructed with HOME program funding is \$95,550. However, due to the predominant values in existing neighborhoods within the City's targeted areas, not all homes can be sold at this price level.

All homes constructed with HOME funding provided through the HDLP must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing cost assistance loans through the City's HOMEownership 80 Program.

Financial Considerations: HOME funding for the proposed HDLP projects will be provided in the form of zero-interest, forgivable participation construction loans. Local banks provide construction loans equivalent to 75% of the appraised value of a home to be constructed under the HDLP.

Goal Impact: HDLP projects contribute to the goal of Economic Vitality and Affordable Living.

Legal Considerations: The Law Department has reviewed and approved the funding agreements as to form.

Recommendations/Actions: It is recommended that the City Council approve the funding allocations and authorize the necessary signatures.

Attachments: Funding agreements.

GRANT AGREEMENT
Between
THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Wichita Habitat for Humanity, Inc.,
A Non-Profit Housing Developer

HOME Investment Partnerships
Program

2010 Housing Development Loan Program Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No. _____

AGREEMENT

THIS CONTRACT, dated to be effective February 15, 2011, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Wichita Habitat for Humanity, Inc. (Wichita Habitat, hereinafter referred to as the "Developer"), a non-profit housing developer.

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such

sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by August 30, 2012, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of the final unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) **The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$61,544.00 as referenced in Exhibit B. Contract payments above \$61,544.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 29, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Developer's financial management systems shall provide for the following:
 - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may

develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. The City will file a mortgage on each property upon purchase for redevelopment, and will hold said mortgage until such time as the property is re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 28. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly

constructed single-family housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials, (24 CFR 92.251) or achieve Energy Star standards, with a maximum HERS score of 85, as evidenced by a qualifying Energy Star certificate.

SECTION 29. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 30. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Wichita Habitat for Humanity, Inc.

Signature

Title of Wichita Habitat Officer

Date

**CITY OF WICHITA, KANSAS
at the Direction of the City Council**

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Wichita Habitat for Humanity, Inc., hereinafter referred to as the "City" and "Developer" (or WICHITA HABITAT) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$61,544 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition of existing vacant lots or vacant lots located within the boundaries of any of the City's six Local Investment Areas or Neighborhood Revitalization Area, or Redevelopment Incentives Area. Existing structures acquired for redevelopment must be vacant and unoccupied for a period of at least 90 days, and must be demolished with a new single-family home to be constructed on each site. Vacant lots must also be re-developed with a new single family home on each site. Under this agreement, single-family homes may be developed on sites owned by the developer within the targeted areas. A minimum of four and a maximum of eleven new single-family homes are to be constructed/developed and sold to owner-occupant homebuyers.

Housing constructed under this agreement must be re-sold to HOME-compliant owner-occupant buyers, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of the properties and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Developer represents and agrees that it will remain the owner of the properties until it reaches agreement with a prospective buyer(s) of the properties and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code, or achieve Energy Star Status, as evidenced by a qualifying certificate. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of the assisted properties the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of 0% loans to complete projects as approved on a case-by-case basis by the Department of Housing and Community Services.

Developer shall obtain construction loans or secure other sources of funding in order to leverage HOME funds construction investment, in an amount equivalent to 50% or more of the appraised value of the home to be constructed.

III. Administration

The Wichita Habitat President/C.E.O. will supervise operations and administration on a day-to-day basis. The Wichita Habitat Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available to Wichita Habitat for this project will be \$61,544.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$61,544.00 for the program described in this contract. A developer fee in an amount not to exceed 10% of the total development cost will be paid to the Developer in connection with each completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less applicable eligible costs will be returned to the City, in the form of a payoff of development subsidy loans provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of completed homes. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee not exceeding 10%)

\$61,544

TOTAL \$61,544

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
 2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2011, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

3. Additionally, a narrative or other description of progress may be provided.
4. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

IV. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply

with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in Wichita Habitat for Humanity, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)
- F. The Developer will notify the City of any properties it contracts to purchase, or intends to develop with funding provided under this agreement, in order for the City to complete the environmental reviews required under **24 CFR 92.352**, prior to closing of the purchase. Developer agrees to comply with all requirements imposed on a particular project/site as a result of the environmental review process.
- G. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- H. The Developer will provide construction financing, and/or obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 50% of the appraised value of the home to be developed/constructed on each project site.
- I. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.
- J. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

- K. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.
- L. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services Department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

V. Other Program Requirements

- A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
 - 1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 - 2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
 - 3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the

Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
 5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.
- The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.
- C. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- D. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.
- E. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.
- F. Developer shall apply for City incentives, as available, for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VI. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata

basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee not exceeding 10%.)

\$61,544

TOTAL

\$61,544

GRANT AGREEMENT
Between
THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And
Residential Housing Solutions LLC,
An Owner/Developer

HOME Investment Partnerships
Program

2010 Housing Development Loan Program Funding

Housing and Community Services Department
City of Wichita
332 N. Riverview
Wichita, Kansas 67203
Phone (316) 462-3700
Fax (316) 462-3719

No. _____

AGREEMENT

THIS CONTRACT, dated to be effective February 15, 2011, by and between the City of Wichita, Kansas (hereinafter referred to as the City) and Residential Housing Solutions, LLC, (RESIDENTIAL HOUSING SOLUTIONS, Owner/Developer, hereinafter referred to individually as the Developer).

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such

sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by June 30, 2012, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of the final unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,
contracting or subcontracting, promotion, demotion,
transfer, layoff, termination, rates of pay or other
forms of compensation, and selection for training
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) **The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$46,456.00 as referenced in Exhibit B. Contract payments above \$46,456.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 29, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Developer's financial management systems shall provide for the following:
 - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in §84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may

develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. The City will file a mortgage on each property upon purchase for redevelopment, and will hold said mortgage until such time as the property is re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 28. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly

constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials, (24 CFR 92.251) or achieve Energy Star standards, with a maximum HERS score of 85, as evidenced by a qualifying Energy Star certificate.

SECTION 29. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 30. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Exhibit A: Revised Non-Discrimination & Equal Employment
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Residential Housing Solutions, LLC

Signature

Title of Residential Housing Solutions Officer

Date

**CITY OF WICHITA, KANSAS
at the Direction of the City Council**

Carl Brewer, Mayor

Date

ATTEST:

Karen Sublett, City Clerk

Date

Approved as to Form:

Gary E. Rebenstorf, City Attorney
and Director of Law of the
City of Wichita

Date

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit B

PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Residential Housing Solutions, LLC, hereinafter referred to as the "City" and "Developer" (or RESIDENTIAL HOUSING SOLUTIONS) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$46,456 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition of vacant lots located within the boundaries of the City of Wichita's Northeast Local Investment Area. Vacant lots must be re-developed with a new single family home on each site. Under this agreement, single-family homes may be developed on sites owned by the developer. A minimum of one new single-family home is to be constructed/developed and sold to owner-occupant homebuyers.

Housing constructed under this agreement must be re-sold to HOME-compliant owner-occupant buyers, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of the properties and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

The Developer represents and agrees that it will remain the owner of the properties until it reaches agreement with a prospective buyer(s) of the properties and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

- A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code, or achieve Energy Star Status, as evidenced by a qualifying certificate. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

- B. Prior to executing any contracts for sale of the assisted properties the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

- A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of 0% loans to complete projects as approved on a case-by-case basis by the Department of Housing and Community Services.

Developer shall obtain construction loans or secure other sources of funding in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed.

III. Administration

The RESIDENTIAL HOUSING SOLUTIONS President/C.E.O. will supervise operations and administration on a day-to-day basis. The RESIDENTIAL HOUSING SOLUTIONS Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available to the Developer for this project will be \$46,456.00, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$46,456.00 for the program described in this contract. A developer fee in an amount not to exceed 10% of the total development cost will be paid to the Developer in connection with each completed project. The developer fee will be pre-determined at the onset of the construction of each home, and will be paid upon the closing of the sale of each individual home. Proceeds from the sale of homes, less applicable eligible costs will be returned to the City, in the form of a payoff of development subsidy loans provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of completed homes. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee not exceeding 10%)

\$46,456.00

TOTAL \$46,456.00

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
 2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
 3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

4. Final expenses for each individual home constructed under this agreement must be submitted for payment by no later than 60 days following the date of closing, unless otherwise approved by the City of Wichita's Housing and Community Services Department. Any billings submitted beyond the 60 day time frame must be directly related to installation of lawns or installation of fences.

D. Records and Reports

1. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
2. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2011, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

3. Additionally, a narrative or other description of progress may be provided.
4. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

IV. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply

with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in Residential Housing Solutions, LLC. (Copy of Deed, and/or Title Insurance Binder/Policy.)
- F. The Developer will notify the City of any properties it contracts to purchase, or intends to develop with funding provided under this agreement, in order for the City to complete the environmental reviews required under **24 CFR 92.352**, prior to closing of the purchase. Developer agrees to comply with all requirements imposed on a particular project/site as a result of the environmental review process.
- G. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- H. The Developer will provide construction financing, and/or obtain construction loans from private sector financial institutions, or secure other funding sources for the project in an amount equivalent to a minimum of 50% of the appraised value of each home to be developed/constructed on each project site.
- I. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.
- J. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The developer is required to maintain hazard insurance on each individual home constructed under this agreement, until such

time as the home is sold. The Developer is also responsible for workers compensation insurance and general liability insurance.

- K. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.
- L. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services Department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

V. Other Program Requirements

- A. The Developer agrees to adopt affirmative marketing procedures and requirements and submit a written Affirmative Marketing Plan for this project. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:
 - 1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
 - 2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.
 4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
 5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

- C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
- D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.
- F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

- G. Developer shall apply for City incentives, as available, for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VI. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in monthly progress reports.

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee not exceeding 10%.)

\$46,456.00

TOTAL

\$46,456.00

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: HOME Program Funding for Program Administration

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve funding for HOME program administration.

Background: On May 4, 2010, the City Council approved final allocations under the 2010-2011 second program year action plan funding process, which included a total of \$182,679 for HOME Investment Partnerships (HOME) program administration costs.

Analysis: The HOME program is operated without financial assistance from the City's General Fund. Federal regulations allow a maximum of 10% of the annual allocation and 10% of program income, to be designated for program administration. Program administration includes staff salaries/benefits for 3.2 FTEs, the City's indirect administration charges, information technology, building rent and office supplies. Historically the HOME program had to access administrative funds from program income, to cover all costs.

Program income is received from loan repayments from homebuyers who utilize the HOME program for downpayment and closing costs. Staff have calculated program income receipts for 2009 and 2010 and determined that \$49,544.15 is available for HOME Program Administration (\$40,328.19 for 2009 and \$9,215.96 for 2010).

Financial Considerations: HOME regulations allow for the requested transfer.

Goal Impact: Program staff oversees HOME-funded projects which contribute to the goal of Economic Vitality and Affordable Living.

Legal Considerations: This action is allowable under 24 CFR 92.201. The Law Department has reviewed and approved the regulatory citation.

Recommendations/Actions: It is recommended that the City Council approve funding for HOME program administration.

Attachments: None.

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Approval of the Public Housing Rehabilitation Contractor

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the selection of Arambula Construction Company as the Public Housing rehabilitation contractor and authorize the necessary signatures.

Background: The Housing and Community Services Department Public Housing maintenance staff normally makes rental apartments and houses ready for a new resident after a previous resident vacates. Maintenance staff can “make-ready” an average of 60 houses per year. When the number of move-outs exceeds the volume that staff can rehabilitate within a reasonable time, Public Housing uses an independent contractor to perform the cleaning and repairs necessary to make units ready for occupancy. A contractor is also used when prospective or current tenants request that modifications be made to accommodate a disability.

Analysis: A Request for Proposals was issued to identify a contractor for this purpose. Four qualified responses were received. A selection committee reviewed the proposals in accordance with Administrative Regulation 1.2. Each proposal was evaluated on the basis of qualifications, experience, references and cost. Based on these criteria, Arambula Construction Company was selected.

Financial Considerations: This contract will not obligate City General Funds as all repair costs are assigned to the Public Housing budget which is federally funded.

Goal Impact: The Public Housing program contributes to the Goal of Economic Vitality and Affordable Living.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendation/Actions: It is recommended that the City Council approve the selection of Arambula Construction Company as the Public Housing rehabilitation contractor and authorize the necessary signatures.

Attachments: Contract.

**CONTRACT
for
REHABILITATION OF HOUSING UNITS**

BLANKET PURCHASE ORDER NUMBER - BP130003

THIS CONTRACT entered into this 15th day of February, 2011, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **ARAMBULA CONSTRUCTION CO., INC.** (Performance Vendor Code Number – 801605-001, 2455 N. Broadway, Wichita, Kansas, 67219, Telephone Number (316) 943-1727, hereinafter called "**VENDOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited bids for **Rehabilitation of Housing Units** (Formal Proposal – FP030062) [Commodity Code Number - 91065]; and

WHEREAS, VENDOR has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. Scope of Services. **VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP030062 [Commodity Code Number - 91065], which is incorporated herein by this reference the same as if it were fully set forth. The bid package, including all specifications, plans, addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP030062, shall be considered a part of this contract and is incorporated by reference herein.

2. Compensation. **CITY** agrees to pay to **VENDOR** the following **unit prices** for Rehabilitation of Housing Units, Formal Proposal – FP030062 [Commodity Code Number - 91065], for the Housing and Community Services Department, Public Housing Division of the City of Wichita as shown below as compensation as per the proposal, specifications, plans and/or addenda of September 9, 2010, and the **VENDOR's** proposal as approved by the City Council on February 15, 2011.

Contractors estimated labor cost for services in accordance with the applicable Proposal and Specifications as referenced in the Scope of Services herein by this reference.

- Item 1. \$35.00 Per Hour - Unit Cleaning (dusting, vacuuming, cleaning cabinets, toilet, bathtub, sinks, windows, etc.)
- Item 2. \$30.00 Per Hour - Waxing and polishing vinyl flooring.
- Item 3. \$0.50 Per Square Foot - Preparation of Walls (sanding, removing nails).
- Item 4. \$1.10 Per Square Foot - Dry wall repair, replacement including taping and finishing for painting.
- Item 5. \$0.60 Per Square Foot - Texturing walls and ceilings.
- Item 6. \$0.55 Per Square Foot - Painting walls, ceiling.
- Item 7. \$0.60 Per Square Foot - Removal and replacement of vinyl floor tile.
- Item 8. \$0.75 Per Lineal Foot - Install base trim.
- Item 9. \$275.00 Each - Removal and installation of steel door, jamb, hardware.
- Item 10. \$99.00 Each - Removal and installation of storm door and hardware.
- Item 11. \$130.00 Each - Removal and installation of window and trim.
- Item 12. \$425.00 Each - Removal and replace of bathtub, faucet, drain assembly.
- Item 13. \$250.00 Each - Removal and replacement of lavatory/faucet, stop assembly.
- Item 14. \$95.00 Each - Installation of vanity.
- Item 15. \$50.00 Each - Installation of medicine cabinet/light.
- Item 16. \$35.00 Per Lineal Foot - Installation of kitchen cabinets base or upper.
- Item 17. \$65.00 Each - Repair of cabinet doors, drawers, hardware.
- Item 18. \$0.52 Per Square Foot - Gym coat wood floors.
- Item 19. \$32.00 Per Hour - Removal and installation of counter top, sink, faucet, traps.
- Item 20. \$200.00 Each - Installation of tub surround.
- Item 21. \$30.00 Per Hour - Yardwork (clean-up, tree removal).
- Item 22. \$3.75 Per Lineal Foot - Repair of chainlink fencing, post, railing.
- Item 23. \$1.05 Per Square Foot - Repair of Siding
- Item 24. \$0.55 Per Square Foot - Asphalt shingle repair, replacement.
- Item 25. \$3.25 Per Square Foot - Concrete removal and replacement.
- Item 26. \$30.00 Per Hour - Hauling and materials pick-up.
- Item 27. \$30.00 Per Hour - Miscellaneous - installing unit number, mail boxes, soffit material, splash blocks.

This contract is based on the unit cost listed above on an as needed basis not to exceed an annual amount of \$80,000.00.

BILLING TERMS: NET THIRTY (30) DAYS

3. **Term.** The term of this contract shall be from **February 15, 2011 through January 31, 2012**, with options to renew the contract under the same terms and conditions for two (2) successive one (1) year terms by mutual agreement of the parties. This contract is subject to cancellation by the **CITY** at its discretion at any time within the original contract term, or within any successive renewal, upon thirty (30) days written notice to **VENDOR**.

VENDOR further agrees to maintain said improvements both as to labor and materials for a period of one (1) year from the date of the completion and acceptance of same by the City of Wichita; this maintenance to be done and performed by said **VENDOR** without any expense to the **CITY** whatsoever. **VENDOR** to furnish to the **CITY** any manufacture's warranty on materials as applicable.

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **VENDOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amount and manner provided as follows:

1. Comprehensive General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence \$500,000 each aggregate
Property Damage Liability	\$500,000 each occurrence \$500,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence \$500,000 each aggregate

2. Automobile Liability – Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or
Bodily Injury and Property Damage
Liability (Combined Single Limit) \$500,000 each accident

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability \$100,000 each accident

5. Independent Contractor. The relationship of the **VENDOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **VENDOR** shall be considered an employee of the **CITY**.

6. Compliance with Laws. **VENDOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this contract.

7. No Assignment. The services to be provided by the **VENDOR** under this contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. Non-Discrimination. **VENDOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. Third Party Rights. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

10. No Arbitration. The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. Governing Law. This contract shall be interpreted according to the laws of the State of Kansas.

IN WITNESS WHEREOF the City of Wichita has caused these presents to be signed by its Mayor and attested by its clerk with the seal of the City of Wichita impressed hereon, and the **CONTRACTOR** has caused these presents to be duly executed the day and year first herein written.

ATTEST:

ARAMBULA CONSTRUCTION CO., INC.

Karen Sublett
City Clerk

Signature

APPROVED AS TO FORM:

Print Signature Name

Gary E. Rebenstorf
Director of Law

Title *(President or Corporate Officer)*

CITY OF WICHITA, KANSAS

Carl G. Brewer, Mayor

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination-Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall

be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council Members

SUBJECT: 2011-2012 Dress for Success Wichita, Inc. (DFS) Contract

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Dress for Success Wichita, Inc. (DFS) contract and authorize the necessary signatures.

Background: The Career Development Office (CDO) of the Housing and Community Services Department provides employment services to low-income persons using Community Services Block Grant (CSBG) Program funds. A large percentage of the clients served through this program are women who have children, are single heads of household, and who receive cash assistance from the State of Kansas. These individuals face unique challenges in obtaining self-sufficiency through employment and can benefit from pre-employment and follow-up services designed to meet their needs.

Analysis: Dress for Success Wichita, Inc. is a 501(c)(3) non-profit organization that provides a combination of services designed to assist low-income women achieve and maintain employment. The Career Development Division will use CSBG funds to contract with DFS to provide services for CDO employment program clients on a fee-for-service basis. Pre-employment and follow-up services offered through this contract will include personal shopper services, employment guidance and counseling, cooking workshops, employment networking, leadership skill development, organizational skill development, career counseling, professional presentations, peer support, self confidence skill development and mentoring. The DFS contract will be for a one-year period, with two options to renew. The contract will start on March 1, 2011 and will have a maximum annual budget of \$20,000.

Financial Considerations: No general operating funds from the City's budget are obligated by the contract.

Goal Impact: The DFS contract will Promote Economic Vitality and Affordable Living.

Legal Considerations: The Law Department has reviewed and approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the 2010-2011 Dress For Success Wichita, Inc. (DFS) contract and authorize the necessary signatures.

Attachments: Contract.

COMMUNITY SERVICES BLOCK GRANT

CONTRACT

THIS CONTRACT entered into this 1st day of March 2011 by and between the City of Wichita, Kansas, a municipal corporation, (hereinafter referred to as CITY) and Dress for Success Wichita, Inc., a 501 (c) 3 non-profit organization at 1422 N. High, Wichita, Kansas 672023 (hereinafter referred to as DELEGATE AGENCY).

WITNESSETH THAT:

WHEREAS, the CITY desires to enter into a contract with the DELEGATE AGENCY for the provision of certain services necessary to implement a Community Services Block Grant (CSBG) program in Wichita and Sedgwick County; and

WHEREAS, the cooperation of the CITY and the DELEGATE AGENCY is essential for successful implementation of the DFS program component;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES. DELEGATE AGENCY, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the CITY and as outlined per Exhibit B.

SECTION 2. TIME OF PERFORMANCE. This contract shall cover services performed or to be performed by the DELEGATE AGENCY commencing March 1, 2011 and ending February 29, 2012. The services of the DELEGATE AGENCY are to commence as soon as practicable on the date of this contract and shall be undertaken and completed in such sequence as to assure their expeditious completion no later than the termination date of the contract. There will be an option to renew the contract under the same terms and conditions for one (1) or two (2) successive one-year periods by mutual agreement of all parties to the contract.

SECTION 3. CONTRACT COMPLIANCE. The DELEGATE AGENCY agrees to perform contract services in accordance with the provisions of this contract, the Community Services Block Grant Program as defined in Title VI, Subtitle B of the Omnibus Budget Reconciliation Act and in revisions thereto (hereinafter referred to as the ACT), the Federal and State rules and regulations issued pursuant to the ACT, the Federal, State, and local laws and ordinances, the goals, objectives and requirements of the local Community Action Plan (hereinafter referred to as the PLAN) and all such general and special assurances included therein, and all correspondence and directives from the Kansas Housing Resources Corporation, the state level agency administering the CSBG Program and hereinafter referred to as KHRC, and the City's Career Development Division (hereinafter referred to as CDD) Manager.

SECTION 4. ESTABLISHMENT AND MAINTENANCE OF RECORDS. The DELEGATE AGENCY shall establish and maintain records as prescribed by the KHRC and/or the CITY, with respect to all matters covered by this contract. At a minimum, the DELEGATE AGENCY shall comply with the record retention and custodial requirements set forth in this Section.

A. Record Retention Policy.

The DELEGATE AGENCY shall retain all records pertinent to this contract, including but not limited to: financial, statistical, property, and participant records and supporting documents, for a period of three (3) years, subject to the qualifications set forth in Paragraph B.

B. Retention Periods.

1. The retention period will begin on the date of submission by the DELEGATE AGENCY of the annual or final expenditure report, whichever applies to the particular grant, except that the DELEGATE AGENCY shall retain records for nonexpendable property for a period of three (3) years after final disposition of the property.
2. The DELEGATE AGENCY must request in writing prior approval from the CITY for the destruction of any records relating to this contract.
3. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the regular three year period, whichever is later.

SECTION 5. ALLOWABLE COSTS. Funds generated under this contract may only be expended for purposes permitted under the provisions of the Federal and State Rules and Regulations pertaining to the ACT. Adjustments in the authorized expenditure budget included as Exhibit C may be requested by the DELEGATE AGENCY and will be considered and, if approved by the Manager of CDD, transacted in accordance with this contract's SECTION 22. Modification of Contract procedures herein provided. All such requests should be approved in writing with appropriate signatures obtained prior to the DELEGATE AGENCY incurring any unbudgeted expenditures or obligating unbudgeted funds for such expenditures. The City reserves the right to deny reimbursement for unbudgeted expenditures or obligations for which prior written approval has not been obtained.

SECTION 6. DOCUMENTATION OF COSTS. All contract costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges.

SECTION 7. REPORTS AND INFORMATION. The DELEGATE AGENCY, at such times and in such forms as the KHRC and/or the CITY may require, shall furnish to the KHRC and/or the CITY such statements, records, reports, data, and information as the KHRC and/or the CITY may request pertaining to matters covered by this contract. All reports, information, data, and other related materials, prepared or assembled by the DELEGATE AGENCY under this contract, are subject to the requirements of confidentiality set forth in K.S.A. 45-201 et seq.

SECTION 8. AUDITS AND INSPECTIONS. The DELEGATE AGENCY shall as required by the KHRC, CITY, State of Kansas, and/or Comptroller General of the United States make available for examination, to the KHRC, CITY, State of Kansas, and/or Comptroller General of the United States or their designated and authorized representative(s), all its records and data for the purpose of making audits, examinations, excerpts, and transcriptions.

SECTION 9. PROCUREMENT STANDARDS. The standards to be used for the procurement of supplies, equipment, and other materials and services with this contract's funds are those described in the Office of Management and Budget (OMB) Circular A-102, Grants Management Common Rules or in OMB Circular A-110, Subpart C, as applicable. These standards must be applied in accordance with procedures set forth in the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements," as provided in Exhibit A attached hereto. Further, the DELEGATE AGENCY shall avoid conflicts of interest, real or apparent, by observing the following requirements.

A. Code of Conduct.

The DELEGATE AGENCY shall maintain a written code or written standards of conduct that will govern the performance of its officers, employees, or agents in contracting with or otherwise procuring supplies, equipment, construction, or services with funds provided pursuant to this contract. These standards shall provide that no officer, employee, or agent shall:

1. Solicit or accept gratuities, favors, or anything of monetary value from suppliers or potential suppliers, including subcontractors under sub-recipient contracts; or
2. Participate in the selection, award, or administration of a procurement supported by contract funds subject to this section, where to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for award:
 - a) the officer, employee, or agent;
 - b) any member of his or her immediate family;
 - c) his or her partner; or
 - d) a person or organization that employs, or is about to employ, any of the above.

SECTION 10. DISCRIMINATION.

- A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services, or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex or age. [Reference Title VI of the Civil Rights Act of 1964 (Public Law 88-352)]. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the DELEGATE AGENCY receiving funds pursuant to this contract.
- B. The DELEGATE AGENCY further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements" as provided in Exhibit A attached hereto.

SECTION 11. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes, and regulations of the State of Kansas and local governments.

SECTION 12. ASSIGNABILITY. The DELEGATE AGENCY shall not assign any interest in this contract without prior written consent of the CITY.

SECTION 13. COPYRIGHTS. If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to regulations of the KHRC. The CITY and/or the KHRC reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

SECTION 14. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the CITY and the KHRC for determination by the CITY and/or the KHRC as to whether patent protection on such invention or discovery shall be sought and how the

rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest. All such determinations are subject to regulation of the KHRC.

SECTION 15. SECTARIAN ACTIVITY PROHIBITED. The funds provided under this contract shall not be used for the construction, operation, or maintenance of any facility used, or to be used, for sectarian instruction or as a place for religious worship.

SECTION 16. POLITICAL ACTIVITY PROHIBITED.

- A. None of the funds, materials, property or services provided directly under this contract shall be used for partisan political activity.
- B. The funds provided under this contract shall not be engaged in any way in contravention of 5 USC 15.

SECTION 17. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Kansas, or the Wichita City Council.

SECTION 18. PAYMENTS.

- A. Compensation and Method of Payment. Compensation and method of payment to the DELEGATE AGENCY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the CITY.
- B. Total Payments. Total payments to the DELEGATE AGENCY will not exceed \$20,000 as cited in the total of Exhibit C, attached.
- C. Restriction on Disbursements. No contract funds shall be disbursed to a DELEGATE AGENCY or contractor except pursuant to a written contract that incorporates by reference the general conditions of this contract.
- D. Unearned Payments. Under this contract unearned payments shall be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the KHRC at any time; or if the Community Services Block Grant funds to the City of Wichita under the ACT are suspended or terminated.

SECTION 19. REFUND OF INCOME. All revenues received by the DELEGATE AGENCY as a result of this contract in excess of costs are to be treated as program income pursuant to 45 CFR Part 74.24 and other applicable federal and state statutes, regulations and policies for the administration of grants. Accordingly, these funds may be retained by the DELEGATE AGENCY to underwrite additional contract related services and expenses. The DELEGATE AGENCY agrees to comply with CITY and/or KHRC accounting and record keeping requirements so that the amount of program income accrued by the DELEGATE AGENCY can be determined, and the DELEGATE AGENCY agrees to maintain adequate records that account for the use of these funds, in anticipation of a possible audit.

SECTION 20. MODIFICATION OF CONTRACT. As a result of additional requirements, or KHRC grant reductions, the CITY may require modification of this contract. The DELEGATE AGENCY agrees to accept this contract with the understanding that the contract may be modified. In the event the DELEGATE AGENCY is unable to comply with the required contract modification the CITY shall be notified by the DELEGATE AGENCY within 10 days, at which time the CITY may declare this contract canceled and proceed under the contract

cancellation provisions herein provided. Further, in the event the DELEGATE AGENCY is unable to meet the contractual goals and/or obligations as specified herein or in any subsequent contract amendment, the DELEGATE AGENCY may request modification of the contract. Any request for modification of the contract by the DELEGATE AGENCY must be provided to the CITY in writing and must state the reason(s) and provide justification. Any modifications to this contract shall be in accordance with the following provisions:

- A. To provide necessary flexibility for the most effective execution of this project, subject to B. and C. below, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any contract modification must be approved in writing by both the CITY and the DELEGATE AGENCY.
- B. Any line item changes to the approved budget per Exhibit C must be requested and justified in writing. Line item changes exceeding \$10,000 must be presented to and approved by the City Council.
- C. Prior to any financial or programmatic change that would substantially alter the original intent of the contract, a written amendment shall be approved and signed by all signatories to the original contract and by the City Council.

SECTION 21. CONTRACT CANCELLATION. The City shall conduct a periodic and ongoing evaluation of the adequacy of performance of any or all sections of this contract by the DELEGATE AGENCY or its subcontractor. In the event of any failure of the DELEGATE AGENCY or its subcontractor to achieve 85% of the scheduled program goals as set forth in Exhibit B, the CITY reserves the right to require replanning or other appropriate action, which may involve reduction or deobligation of funds or cancellation of this contract; however, any of these actions shall not relieve the DELEGATE AGENCY of the requirement to achieve 100% of the performance goals by the termination date of this agreement.

Cancellation shall be effected by the CITY's notice of cancellation to the DELEGATE AGENCY, which shall specify the reasons for cancellation and the date upon which such cancellation becomes effective. Upon receipt of notice of cancellation the DELEGATE AGENCY shall: (1) discontinue further commitments of contract funds; (2) promptly cancel all subcontractors and agreements utilizing funds under this contract; (3) settle with the approval of the CITY all outstanding claims arising from such cancellation; and (4) submit, within a period of time to be specified by the CITY, a cancellation settlement proposal which shall include a final statement of the contract.

SECTION 22. TERMINATION CLAUSE. Upon breach of the contract by the DELEGATE AGENCY, the CITY by giving written notification may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through 28 or referenced therein, exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. This contract may also be terminated by mutual agreement of the parties or because the CITY's Community Services Block Grant funding is not appropriated or it is, or is to be, terminated or defunded. If contract termination occurs, as a result of factors other than breach of the contract terms by the DELEGATE AGENCY, the contract cancellation procedure set forth in Sections 21 and 22 of this contract shall take effect.

SECTION 23. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the DELEGATE AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.), as amended.

SECTION 24. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT. All parties to this contract shall comply with all provisions contained in the Americans with Disabilities Act of 1990, as amended.

SECTION 25. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the DELEGATE AGENCY, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the CITY all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular product, products, or services purchased or acquired by the DELEGATE AGENCY pursuant to this contract.

SECTION 26. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COSTS PRINCIPLES. During the administration of this contract, the DELEGATE AGENCY shall comply with and adhere to applicable Office of Management and Budget (OMB) Circulars, as revised, which may include OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," OMB Circular No. A-21, "Cost Principles for Educational Institutions," OMB Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments," and OMB Circular A-87, "Cost Principles for State and Local Governments." In particular, the DELEGATE AGENCY shall assure compliance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," which sets out audit requirements and specifies records must be available for review or audit by appropriate officials.

SECTION 27. RENEGOTIATION. This contract may be renegotiated in the event additional or alternate sources of funding become available during the term of the contract.

SECTION 28. APPENDICES. All documents or exhibits referenced herein, all amendments or mutually agreed upon modification(s) made and signed by all parties to this contract, and all exhibits referenced below and attached hereto are hereby incorporated in this contract and made a part thereof as though fully set forth herein.

Exhibit A	Revised Non-Discrimination & Equal Employment Opportunity/Affirmative Action Requirements
Exhibit B	Performance Criteria, Contract Objectives
Exhibit C	Detail of Budget
Exhibit D	Contractual Provisions Attachment
Exhibit E	Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-free Workplace Requirements

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated hereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity

or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PERFORMANCE CRITERIA
CONTRACT OBJECTIVES

It is mutually agreed by and between the City of Wichita, Kansas (hereinafter referred to as the CITY) and Dress for Success Wichita, Inc. (hereinafter referred to as DELEGATE AGENCY) that it is the intent of this contract to provide a combination of pre and post employment services that assist low-income women to enter into and retain employment. The geographic area to be served under this contract includes all areas within the county limits of Sedgwick County, Kansas.

FIRST, the DELEGATE AGENCY understands and agrees that performance under this contract will be evaluated by the CITY's Career Development Division (hereinafter referred to as the CDD).

SECOND, the DELEGATE AGENCY understands and agrees that this is a fee for service contract with contract deliverable fees to be paid to the DELEGATE AGENCY upon receipt of a detailed invoice citing the deliverable provided and the name of the CDD client to whom the service was provided. Invoices for contract services delivered in any particular month will be due at the CDD on the 10th of the month following the month in which the service is provided, if that day is a business day for the CDD. If the 10th of the following month does not fall on a CDD business day, the previous month's invoices will be due the first CDD business day following the 10th.

THIRD, it is understood that DELEGATE AGENCY records used in preparation of all reports and invoices submitted pursuant to this agreement are subject to review by the CITY and/or its agent to ensure the accuracy and validity of the information reported.

FOURTH, the DELEGATE AGENCY understands and agrees that the \$20,000 in Community Services Block Grant Program funds shall be the maximum amount provided by the CITY under this contract per Exhibit C. Costs exceeding \$20,000 shall be born in full by the DELEGATE AGENCY.

CONTRACT SERVICES TO BE PROVIDED

The CITY and the DELEGATE AGENCY mutually understand and agree that the following services and products will be provided to CDD clients referred to the DELEGATE AGENCY under this contract:

1. The DELEGATE AGENCY agrees to provide CDD referrals with all Dress for Success services and clothing, at no cost to the CDD, which it provides at no cost to other agency referrals.
2. The DELEGATE AGENCY will establish and maintain a mentoring group, through its monthly Steps to Success and Professional Women's groups, for referred clients from the CDD. The focus of the mentoring group will be to provide ongoing support through the employment process, information, resources and skills for interviewing, resume writing, networking and presentation skills through Steps to Success and job retention, work/life balance, and financial literacy skills through the DFS Professional Women's Group.

This service will be provided to CDD referred clients at a cost of \$100 per referral per month. The projected budget for this activity is \$12,000. *

3. The DELEGATE AGENCY will assign a Dress for Success volunteer to each CDD client referral. The DELEGATE AGENCY volunteers will provide one-on-one support for the CDD referrals and private consultations that will allow open discussions of workforce issues and concerns. DELEGATE AGENCY volunteers will be assigned to CDD clients at a no greater ratio than one volunteer to every four referrals.

This service will be provided to CDD referred clients at a cost of \$100 per month for every three DELEGATE AGENCY volunteers assigned to CDD clients. The projected budget for this activity is \$1,900. *

4. The DELEGATE AGENCY will provide job retention presentations to CDD STAR Class participants. The presentations will be provided during STAR classes at the CDD Office.

These presentations will be provided at a cost of \$100 per presentation. The projected budget for this activity is \$3,600. *

5. The DELEGATE AGENCY will provide a six-session, two hours per session, "Cooking for Success" class, which is designed to assist low-income individuals choose and cook low cost and healthy foods. Each class

participant will complete a survey that identifies their food preferences and eating habits and will be asked to bring food labels for their favorite foods to the first class session for discussion. The second session will tour a local supermarket where participants will compare nutritional information and costs. Sessions three through six will be interactive cooking classes. Each participant who attends five of the six classes will receive a certificate of completion, a cookbook containing the recipes that they prepared during the class sessions, nutritional information, tips for time management, a reusable shopping bag, an apron, wood cooking utensils and coupons for fresh fruits and vegetables.

The Cooking for Success Class will be provided at a cost of \$100 per individual referred. The projected budget for this activity is \$2,000. *

6. The DELEGATE AGENCY will place CDD client referrals at the Dress for Success facility to serve as volunteers for other customers of the DELEGATE AGENCY. The DELEGATE AGENCY will ensure that these CDD volunteers will be provided an opportunity to gain work experience in a positive work-focused environment.

This service will be provided to CDD referred clients at a cost of \$50 per CDD client referred. The projected budget for this activity is \$500. *

7. The DELEGATE AGENCY agrees to provide such demographic and program reports as are determined necessary by the CDD and the Kansas Housing Resources Corporation.

* projected budgets may vary and are only provided to suggest an example of an array of services that may be provided.

BUDGET DETAIL

FUND: 290-SUBFUND	DEPARTMENT:	DIVISION: CDD	ACTIVITY NO.:
2011-CSBG-01	H&CS	Dress For Success	

Account Classification	Budget
2996 Delegate Agencies-Other Contractuals	20,000
<hr/>	
TOTAL	\$20,000

GRAND TOTAL	\$20,000
--------------------	-----------------

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form then that form must be altered to contain the following provision:

"The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of March 2011.

TERMS HEREIN CONTROLLING PROVISIONS:

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

AGREEMENT WITH KANSAS LAW:

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

TERMINATION DUE TO LACK OF FUNDING APPROPRIATION:

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

DISCLAIMER OF LIABILITY:

Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

ANTI-DISCRIMINATION CLAUSE:

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of the preceding paragraph (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.

ACCEPTANCE OF CONTRACT:

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

ARBITRATION, DAMAGES, WARRANTIES:

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

REPRESENTATIVE'S AUTHORITY TO CONTRACT:

By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

RESPONSIBILITY FOR TAXES:

The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

INSURANCE:

The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

INFORMATION:

No provisions of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

THE ELEVENTH AMENDMENT:

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

Community Services Block Grant, Project Access

Placeholder for Exhibit E (Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements) Page 1

Community Services Block Grant, Project Access

Placeholder for Exhibit E (Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements) Page 2

Community Services Block Grant, Project Access

Dress for Success Wichita, Inc.

Contract Number _____.

Pat Jones, Executive Director

Date

CITY OF WICHITA

Carl Brewer, Mayor
City of Wichita

Date

ATTEST:

Karen Sublett, City Clerk

Date

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Date

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Contract Amendment, United Way of the Plains

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the contract amendment and authorize the necessary signatures.

Background: On September 15, 2009, the City Council authorized a Contract Agreement with United Way of the Plains in the amount of \$422,117 for operation of the Homelessness Prevention component of the Homelessness Prevention and Rapid Re-Housing Program (HPRP). The source of funds for this contract is the American Recovery and Reinvestment Act of 2009 which were allocated to the City by the U.S. Department of Housing and Urban Development (HUD). Due to the increased need in our community for homelessness prevention, United Way has requested an additional \$74,491 to provide rent and utility assistance for eligible HPRP program applicants.

Analysis: In its HPRP program design, the City of Wichita designated \$422,117 for Homelessness Prevention with \$74,491 designated for related services. This latter amount has not yet been allocated. Increasing the amount of the Contract Agreement with United Way of the Plains will allow the City to fully expend these funds as designated.

Financial Considerations: All funds associated with this contract are federal. No City general funds are impacted by the contract amendment.

Goal Impact: Services provided by this activity support the Dynamic Core Area and Vibrant Neighborhoods, Economic Vitality and Affordable Living and Quality of Life goals.

Legal Considerations: The Law Department has reviewed and approved the contract amendment as to form.

Recommendations/Actions: It is recommended that the City Council approve the contract amendment and authorize the necessary signatures.

Attachments: Contract amendment.

**Second Amendment to the
Contract Agreement between
The City of Wichita Housing and Community Services Department and
United Way of the Plains**

THIS CONTRACT AMENDMENT is executed this 15th day of February, 2011, by and between the City of Wichita Housing and Community Services Department (hereinafter called the City) and The United Way of the Plains, (hereinafter called the Subrecipient).

WITNESSETH THAT:

WHEREAS, the City of Wichita has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita for implementation of the Homelessness Prevention and Rapid Re-Housing Program (HPRP); and

WHEREAS, on September 15, 2009 the Wichita City Council approved a contract agreement in the amount of \$422,117 with United Way of the Plains for the implementation of an HPRP program; and

WHEREAS, the above named parties now wish to modify and amend said Contract for the purposes of modifying the total of payments to increase the amount of funds available for program needs including rent and utility assistance to eligible participants;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract that the terms of the original contract dated the 1st day of October, 2009, as previously amended, are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- A. SECTION 3. COMPENSATION AND USE OF FUNDS, Total of Payments, is hereby amended to read as follows:

Total amount of funds provided by the City to the not-profit subgrantee under this Agreement shall not exceed \$496,608. At the sole discretion of the City, any funds deemed to be in excess of the need to comply with the scope of services, will be de-obligated from this Agreement and made available for other eligible program costs, as determined appropriate by the City. Pursuant to the Grant Agreement between the City and HUD, the City shall also have the discretion to increase the amount of funds at a time in the future and as dictated by program needs.

SUBRECIPIENT

Patrick Hanrahan, President
United Way of the Plains

Date

CITY OF WICHITA

Carl Brewer, Mayor
City of Wichita

Date

ATTEST:

Karen Sublett, City Clerk
City of Wichita

Date

APPROVED AS TO FORM:

Gary E. Rebenstorf, City Attorney
City of Wichita

Date

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: 2011 Community Services Block Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the 2011 Community Services Block Grant funding application and authorize the necessary signatures.

Background: The Community Services Block Grant (CSBG) Program is a federal funding source which supports programs that meet the needs of persons who have low incomes. CSBG funds are administered by the Kansas Housing Resources Corporation and are awarded by formula to Community Action Programs (CAPs) throughout the state. For over 30 years the City of Wichita has been a CAP and received CSBG funding for Wichita and Sedgwick County. The Career Development Division of the Housing and Community Services Department administers the CSBG Program locally.

Analysis: An annual application is required for receipt of CSBG funds. The 2011 Wichita/Sedgwick County application includes funding requests for health care services for the uninsured, support of the Neighborhood City Halls, employment services, summer activity camps for children from low-income families, transportation services for senior citizen activities and neighborhood clean-ups in low-income areas. The City has been instructed to submit an application for \$1,099,965 as a preliminary budget figure. This represents a slight increase (\$1,467) over last year's allocation. The budget will be adjusted as necessary when official federal allocations are announced.

Financial Considerations: No general operating funds from the City's budget are obligated by the application.

Goal Impact: The programs supported by CSBG funds will Support a Dynamic Core Area and Vibrant Neighborhoods, Promote Economic Vitality and Affordable Living and Enhance the Quality of Life goals.

Legal Considerations: As required by Kansas Housing Resources Corporation policy, the CSBG Review Committee met to consider the application and recommends approval by the City Council. The Law Department has reviewed and approved the application as to form.

Recommendation/Action: It is recommended that the City Council approve the 2011 Community Services Block Grant funding application and authorize the necessary signatures.

Attachments: 2011 Community Services Block Grant funding application summary

A. APPLICATION COVER SHEET AND ASSURANCES--

The sub grantee certifies that it agrees to use the Fiscal Year 2011 funds available through the Community Services Block Grant:

- For the support of activities that are designed to assist low-income families and individuals, including families and individuals receiving assistance under part A of title IV of the Social Security Act (42 USC 601 et seq.), homeless families and individuals, migrant or seasonal farm workers and elderly low-income individuals and families -
 - to remove obstacles and solve problems that block the achievement of self-sufficiency (including self-sufficiency for families and individuals who are attempting to transition off a state program carried out under part A of title IV of the Social Security Act);
 - to secure and retain meaningful employment;
 - to attain an adequate education, with particular attention toward improving literacy skills of the low-income families in the communities involved, which may include carrying out family literacy initiatives;
 - to make better use of available income;
 - to obtain and maintain adequate housing and a suitable living environment;
 - to obtain emergency assistance through loans or grants to meet immediate and urgent family and individual needs;
 - to achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners;
- To address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth. The sub

grantee will support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime, such as -

- programs for the establishment of violence-free zones that would involve youth development and intervention models (such as models involving youth mediation, youth mentoring, life skills training, job creation and entrepreneurship programs); and
 - summer activity camps for youth; and
- To make more effective use of and to coordinate with other programs related to the purposes of this subtitle (including state welfare reform efforts).

The sub grantee certifies that it will provide, on an emergency basis, for the provision of such supplies and services, nutritious foods and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals.

The sub grantee certifies that it will coordinate and establish linkages with governmental and other social services programs to assure the effective delivery of such services to low-income individuals and to avoid duplication of such services. The sub grantee will, to the maximum extent possible, coordinate programs and form partnerships with other organizations serving low-income residents of the communities and members of the groups served by the state, including religious organizations, charitable groups and community organizations.

The sub grantee agrees to participate in the Results Oriented Management and Accountability (ROMA) system for measuring performance and results.

Executive Director

Board Chair

Date

Date

B. APPLICANT-COMPLETED CHECKLIST OF APPLICATION COMPONENTS (Attachment A)

C. APPLICATION SUMMARY

According to the 2000 Census, Sedgwick County has a land area of 999 square miles and a population of 446,559. Thirteen percent of the county's residents live in poverty (\$17,050 for a family of four). Kansas State University estimated in 2000 that 28.97% to 31.86% of county households have incomes below self-sufficiency (\$40,122 for a family of four). Wichita, the major city in Sedgwick County, has a population of 344,284 with the area's concentrations of poverty either within or adjacent to its city limits. The primary needs to be addressed with Community Services Block Grant (CSBG) funds are affordable medical care, employment, childcare, and neighborhood activities.

The Career Development Office (CDO) is a division of the Housing and Community Services Department with the City of Wichita. The CDO serves as the Community Action Program (CAP) for the residents of Wichita and Sedgwick County. CDO addresses the needs of those living in poverty by utilizing CSBG and other funds to remove barriers to economic self-sufficiency and improve the quality of life for those served.

The mission of the Career Development Office (CDO) is to assist the area's low-income population improve their self-sufficiency through employment and access to support services. The City of Wichita will use CSBG funds for a combination of services with direct benefit to low-income individuals, families and services of benefit to low-income areas.

Significant accomplishments during 2009 include:

- 179 customers achieved employment, with an average wage at placement of \$9.57 per hour.
- Since 1999 over 9,951 patients have been enrolled in Project Access for coordinated medical care to support over \$108 million in services donated by hospitals, physicians and dentists.
- As a result of funding through the American Recovery and Reinvestment Act of 2009 (ARRA):
 - The City of Wichita created/maintained 16 jobs.

- The StopBlight/START Program reduced the number of blighted and neglected properties.
- Initiatives focusing on employment such as the Working Women program and the Laid Off Worker's Center (LOWC) provided much needed assistance to over 4,000 unemployed individuals.
- Youth and Family Education initiatives assisted over 1,000 families with family functioning skills. The *Camino al Futuro* program provided 12 Hispanic families with scholarships to local colleges.
- Outreach efforts by the Neighborhood City Halls (NCH) helped 1,738 individuals with emergency food assistance.
- Technology upgrades at the NCH provides enhanced communication and educational opportunities for area residents.
- 180 individuals with no heat source received furnaces through the Furnace Replacement Program.

The Career Development Office will continue to use CSBG funding to assist low income individuals and families with employment, housing, medical, transportation, day care, and neighborhood clean ups.

D. COMMUNITY ACTION PLAN

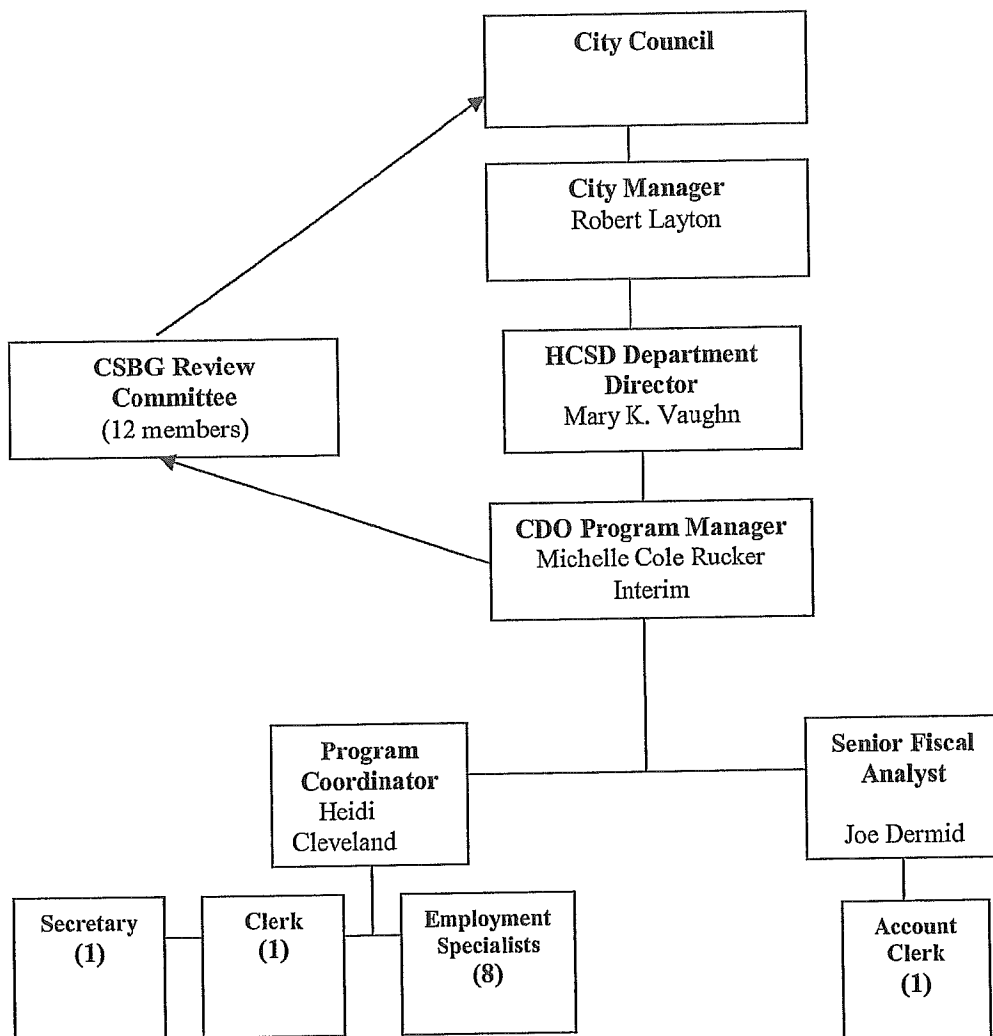
The City of Wichita Consolidated Plan (2009-2013) and 2006 United Way of the Plains Community Needs Assessment provide CDO staff and the CSBG Review Committee with direction on how CSBG funding will address community needs. The top categories of need are: health care, housing, transportation, day care, services for youth and seniors, public facilities and employment.

The Career Development Office has developed a Strategic Plan for 2011-2016. Planned strategies for the 2011 Program Year are to increase visibility in the community through branding and marketing strategies, review of existing services, and increasing financial resources available to low income persons..

1. Organizational Profile – In April 2010 the Career Development Office was transitioned from the Human Resources Department of the City of Wichita organizational structure to the Housing and Community Services Department. This transition is a perfect match for current customers and the community. Housing and employment services are provided under one administrative umbrella.

a. Career Development Office Organizational Chart

April 5, 2010



b. Board of Directors (Attachment B) –The following is ordinance language that created the Community Services Block Grant Review Committee and which specifies selection and terms of membership.

‘BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Section 2.12.820 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

“Community Services Block Grant Review Committee—Powers-Authority. The community services block grant review committee shall be vested with the power and authority to participate in planning, implementation and evaluation of programs to be funded from grants made available under the Community Services Block Grant Act.”

SECTION 2. Section 2.12.830 of the Code of the City of Wichita, Kansas, shall be amended to read as follows:

“Community Services Block Grant Review Committee-Composition-Appointment-Qualifications. The committee shall consist of twelve (12) members organized in the following manner:

1. Public Sector. Four members within the city or county, as designated from time to time by the city council. Seats designated in this sector of the committee may be filled by elected, appointed officials or other appointees as selected by the city council. The city council has sole discretion in designating the four members represented in the public sector of the community services block grant review committee. The terms of office shall be two years. No person serving as a representative of the public sector may serve more than two consecutive terms.

2. Private Sector. Four seats shall be designated by the city council, selected from representatives of private or nonprofit organizations: officials or members of business, industry, labor, religious, welfare, education or other major groups and interests in the community. The representatives of private organizations shall speak and act on behalf of the organizations or constituencies they represent. The terms of office shall be two years. No person serving as a representative of the private sector may serve more than two consecutive terms.

3. *Low-Income Sector. Four representatives of low-income shall be elected to the committee every two years, one from each quadrant within the city. The general government department shall provide a plan for the selection of low-income representatives to the council in accordance with democratic selection procedures. All low-income representatives shall reside within the specific geographic area they represent on the committee, or the immediately adjacent area of the county. The terms of office shall be two years. No person serving as a representative of low-income may serve more than two consecutive terms.*
4. *Qualifications. All committee members shall reside in the City of Wichita or Sedgwick County. All members shall comply with Kansas Statutes K.S.A. 75-4301, et seq., Public Officers and Employees.*
5. *Conflicts of Interest. No person may sit on the committee who is an officer or an employee of an organization contracting to perform a component of the general government department Community Services Block Grant work program, unless mandated..."*

c. An Inclusive, Narrative Account of the Applicant Agency's Service Delivery –The primary 'focus area' of the CDO is self sufficiency through education and employment. This is accomplished through the STAR Employment Program which assists low income individuals in obtaining pre-employment competencies, education, and living wage employment with medical benefits. CSBG funding and the partnership (fee for service contract) with the Department of Social and Rehabilitative Services (SRS) allows the CDO to assist customers in their journey to self sufficiency. Linkages are made through various partnerships with over 85 social service agencies.

2. The Deployment - PY 2011 CSBG Activities – (Attachments C)

3. Performance Targets-

a. Attachment D

b. Targeting Methodology– Performance measures are determined through analysis of historical outcomes and current community needs and resources.

c. Evaluation – Consumer demographics and outcomes data is collected through use of the CAPTAIN database and additional databases/spreadsheets. CDO leadership and the CSBG Review Committee analyze the data to determine what services are effective and how to enhance services in the future.

E. FISCAL INFORMATION-

F. CERTIFICATIONS-

G. COMMUNITY ASSESSMENT

CDO leadership utilized the City of Wichita 2009-2013 Consolidated Plan and the 2006 United Way of the Plains Community Needs Assessment to identify needs of low income individuals and families in the Sedgwick County community. Housing and employment continue to remain in the top ten areas of need. CDO staff and the CSBG Review Committee will review the 2011 United Way of the Plains Community Needs Assessment for the 2012 application.

H. OTHER

- Bylaws (dated)

Attachment C

Project Title: Employment Key Personnel: CDO Program Manager, Coordinator and Senior Fiscal Analyst Total Estimated Cost: \$990,000
 Est. Cost to CSBG: \$312,000 Est. % of Agency's CSBG Allocation: 28%
 Overarching National Goal: 1.1 A, and B Assist individuals in obtaining and maintaining employment; 1.2A, E, F, G, I: Obtain Pre-Employment Skills, Child Care, Transportation, Health Care, and Food Assistance.

Situation (Family, Community and Agency need (s) drawn from Agency Assessments).	Activities (The strategies that will be deployed to impact the situation).	Outputs (Define the Volume/Scope of activity/work).	Outcomes (What is expected to happen; what will be the result?)	Evaluation (How can the Outcome/Result be proven?)
The unemployment rate for the Wichita, KS metropolitan statistical area in 2009 was 10.3%.	Employment Specialists will provide career services such as assessment, case management, monitored job search, STAR workshops, work study, placement, training, and follow up through retention.	Employment Specialists will meet individually and in groups with customers to determine best course of action. Interests and skills will be assessed. Individual plan will be established so that each customer can reach their employment goals. Supportive Services may be necessary to remove barriers to self sufficiency.	Customers will become employed at a living wage, with health care benefits. They will maintain employment for 90 days or longer.	Placements and retention data will be reported on a quarterly basis through the CAPTAIN database system.
Efficacy Statement (What guides the agency to believe that the defined activities will measurably impact the situation?) Employment is the foundation from which families free themselves from poverty. Individuals obtaining employment through our program and services will be one step closer to self-sufficiency. Outcomes are measurable.				

Project Title: Employment: Dress for Success Key Personnel: CDO Program Manager, Coordinator and Senior Fiscal Analyst

Total Estimated Cost: \$12,000 Est. Cost to CSBG: \$12,000 Est. % of Agency's CSBG Allocation: .01%

Overarching National Goal: 1.2A Obtain Pre-Employment Skills/Competencies; 1.2M Obtain Clothing Needed to Gain Employment; 3.2A and D Decision Making and Non Governing Groups.

Situation (Family, Community and Agency need (s) drawn from Agency Assessments).	Activities (The strategies that will be deployed to impact the situation).	Outputs (Define the Volume/Scope of activity/work).	Outcomes (What is expected to happen; what will be the result?)	Evaluation (How can the Outcome/Result be proven?)
<p>Women entering the workforce need a positive support system to thrive in the work world.</p> <p>Mentors can teach customers how to network and who to network with, how to avoid making detrimental mistakes, and increase knowledge and skills to be successful.</p>	<p>Mentoring groups will be established for female CDO STAR customers to provide ongoing support through the employment process.</p> <p>Networking, presentation skills, financial literacy and work/life balance will be the focus of mentoring group topics.</p> <p>Note: Funding request is for 10 month period. Prior year funds will result in a full year of service.</p>	<p>Customers will be placed in a mentoring group.</p> <p>A Dress for Success volunteer will be matched with a CDO customer to serve as a direct source of support with successful business women.</p> <p>Job retention and Cooking for Success presentations will be provided.</p> <p>Volunteer opportunities will be available to participants.</p>	<p>Customers will obtain/maintain employment with a support system in place to address the daily struggles of working and raising a family.</p>	<p>Attendance data will be reported on a quarterly basis through the CAPTAIN database system.</p>
<p>Efficacy Statement (What guides the agency to believe that the defined activities will measurably impact the situation?)</p> <p>Mentoring relationships are related to a variety of positive organizational and career outcomes. A number of different research studies indicate that mentored individuals have higher levels of mobility on the job, recognition, promotion, and compensation.</p>				

Project Title: Health Care Key Personnel: CDO Program Manager, Coordinator and Senior Fiscal Analyst

Total Estimated Cost: \$14,099,032.00 Est. Cost to CSBG: \$300,000 Est. % of Agency's CSBG Allocation: 27%

Overarching National Goal: 6.2F Emergency Medical Care

Situation (Family, Community and Agency need (s) drawn from Agency Assessments).	Activities (The strategies that will be deployed to impact the situation).	Outputs (Define the Volume/Scope of activity/work).	Outcomes (What is expected to happen; what will be the result?)	Evaluation (How can the Outcome/Result be proven?)
Community Needs Assessments indicate one of the top ten services needed in the local area is health care.	CDO will obtain KHRC approval to enter into a sole source contract to provide medical care to low- income; uninsured citizens of Wichita.	Physicians, hospitals, and pharmacies will donate services for uninsured participants.	<p>Since <u>1999</u>: 9,951 patients have enrolled and accessed donated medical and dental care services.</p> <p>\$3,878,965 in medication has been donated from pharmaceutical companies.</p> <p>\$86,915 in durable medical goods have been purchased.</p>	Outcomes and Leveraged dollars from donated services will be reported on a quarterly basis through the CAPTAIN database system.
Efficacy Statement (What guides the agency to believe that the defined activities will measurably impact the situation?) The Career Development Office's history of supporting health care has resulted in an estimated \$108 million dollars leveraged from donations of medical care, prescriptions, and durable medical equipment.				

Attachment C

Project Title: Community Quality of Life and Assets: Neighborhood City Hall Operations Key Personnel: CDO Program Manager, Coordinator and Senior Fiscal Analyst

Total Estimated Cost: \$652,031.00 Est. Cost to CSBG: \$308,972.00 Est. % of Agency's CSBG Allocation: 28%

Overarching National Goal: 1.3A1 Tax Preparation; 2.2B Increase in Availability of Accessible Community Services; 6.2A Emergency Food.

Situation (Family, Community and Agency need (s) drawn from Agency Assessments).	Activities (The strategies that will be deployed to impact the situation).	Outputs (Define the Volume/Scope of activity/work).	Outcomes (What is expected to happen; what will be the result?)	Evaluation (How can the Outcome/Result be proven?)
<p>The City of Wichita has four satellite locations in the community to provide much needed services to the low-income citizens in their coverage area.</p> <p>Continued support of the Neighborhood City Halls (NCH) will provide an important connection for area residents with local government and services.</p>	<p>The Career Development Office will assist in funding operational costs for two of the four Neighborhood City Halls and fund four NCH Customer Service Clerk positions.</p>	<p>Services to citizens in the coverage area include:</p> <p>Operation Holiday Tax Assistance Community Education Information and Referrals</p>	<p>Neighborhood City Halls will have the funds to keep their doors open to assist low-income citizens in their neighborhoods. Various programs are implemented to meet their needs and impact the quality of life for the community, including computer labs and meeting rooms for neighborhood association meetings, etc.</p>	<p>Data is reported on a quarterly basis through the CAPTAIN database system.</p>
<p>Efficacy Statement (What guides the agency to believe that the defined activities will measurably impact the situation?)</p> <p>Historical data has shown that several thousand people utilize NCH services each year. Outcomes are measured from quarterly and aggregate data reports.</p>				

Attachment C

Project Title: Community Quality of Life and Assets : Neighborhood Clean-ups

and Senior Fiscal Analyst

Total Estimated Cost: \$37,500.00

Est. Cost to CSBG: \$37,500.00

Est. % of Agency's CSBG Allocation: 3%

Overarching National Goal: 2.2E Increase or preservation of neighborhood quality-of-life resources

Situation (Family, Community and Agency need (s) drawn from Agency Assessments).	Activities (The strategies that will be deployed to impact the situation).	Outputs (Define the Volume/Scope of activity/work).	Outcomes (What is expected to happen; what will be the result?)	Evaluation (How can the Outcome/Result be proven?)
<p>Neighborhood(s) plagued with trash and debris become a magnet for vermin and general deterioration, leading to health and safety issues.</p>	<p>An educational component will be included for service recipients.</p> <p>Continue collaboration with City of Wichita Public Works, and Office of Central Inspection departments to coordinate clean-ups. Volunteers remove trash, tires and debris.</p>	<p>Neighborhood clean-ups will be completed in designated low income areas.</p> <p>A portion of disposal fees will be covered through CSBG funds.</p>	<p>Increase or preservation of neighborhood quality-of-life resources</p>	<p>Data will be collected and reported on a quarterly basis via the CAPTAIN database.</p>
<p>Efficacy Statement (What guides the agency to believe that the defined activities will measurably impact the situation?)</p> <p>The City of Wichita's history of providing clean-up fees through CSBG which has proven that safety and quality of life increases as neighborhoods are cleaned.</p>				

Project Title: Senior Transportation Program Key Personnel: CDO Program Manager, Coordinator and Senior Fiscal Analyst

Total Estimated Cost: \$8,000 Est. Cost to CSBG: \$8,000 Est. % of Agency's CSBG Allocation: less than 1%

Overarching National Goal: 6.1 A and/or B Independent Living; and 6.4C Obtain Access to Reliable Transportation

Situation (Family, Community and Agency need (s) drawn from Agency Assessments).	Activities (The strategies that will be deployed to impact the situation).	Outputs (Define the Volume/Scope of activity/work).	Outcomes (What is expected to happen; what will be the result?)	Evaluation (How can the Outcome/Result be proven?)
<p>There is a lack of available transportation in Sedgwick County for seniors.</p> <p>Supportive services such as transportation, can make the difference between success and failure to maintain independent living.</p>	<p>Staff will explore efficient ways to meet specific transportation needs of the elderly population.</p> <p>Services may include bus passes, gas cards or taxi cab transportation.</p> <p>Customers will be able to complete daily living tasks and attend urgent medical appointments.</p>	<p>Elderly customers are able to maintain independent living due to receiving assistance with transportation needs.</p>	<p>Individuals, who are not able to work because of a life circumstance, such as being elderly, experience a reduction in barriers to self-sufficiency.</p>	<p>Data is collected from staff and entered into the CAPTAIN database system for generation of quarterly reports.</p>
<p>Efficacy Statement (What guides the agency to believe that the defined activities will measurably impact the situation?)</p> <p>CSBG will provide assistance with filling in transportation gaps for senior citizens in Sedgwick County wishing to remain independent.</p>				

Kansas Community Services Block Grant – Non-Discretionary Formula Grant
PERFORMANCE TARGETS

National Community Action		City of Wichita Career Development Office										
Goal:		Indicator	Identify Specific Interventions (Services/Activities) To Be Provided	Unit of Measure (Households, Individuals, Projects, Opportunities, Hours, Dollars, or Partners)	No. of Units Expected to Achieve Target							Method and Frequency of Data Collection
No.	Descriptor				Indicator							
					FFY 2011							
					CSBG PY 2012							
					Oct. '10 – Dec. '10	Jan. '11 – Mar. '11	Apr. '11 – June '11	July '11 – Sept. '11	Oct. '11 – Dec. '11	Jan. '12 – Mar. '12		
1.1A	Unemployed/Obtained Job		Case Managed Job Search	Individuals	40	30	50	50	50			Weekly Case Management Narratives
1.1B	Employed/Maintained Job 90 days		Case Managed Retention	Individuals	25	25	13	13	13			Weekly Case Management Narratives
1.2A	Obtained skills/competencies		STAR Workshop	Individuals	25	45	25	25	15			Monthly Reports
	Obtained skills /competencies		Work Study	Individuals	0	2	0	0	0			Bi-Weekly Time Records
1.2E	Obtain Child Care		Child Care information and referral	Households	30	30	25	25	25			Weekly Case Management Narratives
1.2F	Obtain Access to Transportation		Transportation information and referral	Households	30	30	25	25	25			Weekly Case Management Narratives
1.2G	Obtain Health Care related to Employment		Secure employment w/health care benefits	Households	15	15	15	15	15			Weekly Case Management Narratives
1.2I	Obtain Food Assistance related to Employment		Nutrition information and referral	Households	5	5	5	5	5			Weekly Case Management Narratives
1.2M	Obtain Clothing		Dress for Success	Individuals	30	30	15	15	15			Quarterly Reports
1.3A1	Tax Preparation		Tax Assistance	Households	0	100	0	0	0			Program Reports
2.2B	Increase/Preservation of Community Facilities		Neighborhood City Halls	Individuals	3900	3900	3900	3900	3900			Monthly Reports
2.2E	Increase/Preservation of Community Services		Neighborhood Clean-ups	Opportunities	20	20	20	20	20			Quarterly Reports

Kansas Community Services Block Grant – Non-Discretionary Formula Grant
PERFORMANCE TARGETS; CONTINUED

National Community Action City of Wichita Career Development Office												
Goal:												
Indicator		No.	Descriptor	Identify Specific Interventions (Services/Activities) To Be Provided	Unit of Measure <i>(Households, Individuals, Projects, Opportunities, Hours, Dollars, or Partners)</i>	No. of Units Expected to Achieve Target Indicator						Method and Frequency of Data Collection
						FFY 2011						
						CSBG PY 2012						
						Oct. '10 – Dec. '10	Jan. '11 – Mar. '11	Apr. '11 – June '11	July '11 – Sept. '11	Oct. '11 – Dec. '11	Jan. '12 – Mar. '12	
3.1		Volunteer Hours-low income individuals		Volunteer Services	Hours	600	900	500	500			Quarterly Reports
3.2A		Decision Making		Nutrition information and referral	Households	5	5	5	5			Weekly Case Management Narratives
3.2D		Non-governance Groups		DFS Leadership Council	Individuals	12	12	12	12			Quarterly Report
4.1 A-N		Community Partnerships		Partnerships	Partners85	85	85	85	85			Quarterly Report
5.1C		Family Development Staff		Training Opportunities	Individuals	3	3	3	5			Quarterly Report
5.1E		# of Staff attending Trainings		Training Opportunities	Individuals	10	5	10	5			Quarterly Report
5.1F		# of Boardmembers attending Trainings		Training Opportunities	Individuals	12	12	12	12			Quarterly Report
5.1G		Hours of Staff Training		Training Opportunities	Hours	50	75	50	75			Quarterly Report
5.1H		Hours of Board Members Training		Training Opportunities	Hours	60	60	60	60			Quarterly Report
6.1A		Independent Living: Seniors		Transportation	Individuals	0	0	20	20			Quarterly Report
6.2A		Emergency Food		Food Assistance	Individuals	700	0	0	0			Quarterly Report
6.2F		Emergency Medical Care		Project Access	Individuals	260	260	260	260			Quarterly Report

**Kansas Community Services Block Grant – Non-Discretionary Formula Grant
PERFORMANCE TARGETS; CONTINUED**

566

Project Title: Summer Youth Programs Key Personnel: CDO Manager, Supervisor and Senior Fiscal Analyst

Est. Cost to CSBG: \$50,000 Est. % of Agency's CSBG Allocation: 4%

Total Estimated Cost: \$91,984.00

Overarching National Goal: 6.3B1-5 Youth avoid risk-taking behavior for a defined period of time, youth have reduced involvement with criminal justice system, and they increase athletic or social skills by participating in before/after school programs.

Situation (Family, Community and Agency need (s) drawn from Agency Assessments).	Activities (The strategies that will be deployed to impact the situation).	Outputs (Define the Volume/Scope of activity/work).	Outcomes (What is expected to happen; what will be the result?)	Evaluation (How can the Outcome/Result be proven?)
<p>There is a lack of available and affordable childcare in Sedgwick County. In economically challenged areas, there is a need for programs to accommodate the daycare needs of low-income residents; particularly during the summer months.</p>	<p>Partnership continues between the City of Wichita Parks and Recreation, Neighborhood City Hall departments and CDO to address the need. Activity Camps are offered to children ages 6-15.</p>	<p>The program emphasizes education and the development of healthy social skills through adult supervised activities and mentoring adults.</p>	<p>Youth avoid risk-taking behavior for a defined period of time. Increased athletic and social skills are evident upon completion of camp.</p>	<p>Data is collected from staff and entered into the CAPTAIN database system for generation of quarterly reports.</p>
<p>Efficacy Statement (What guides the agency to believe that the defined activities will measurably impact the situation?) Outcome data has shown youth reduce involvement with the criminal justice system while interacting with police officers in a positive mentorship relationship during the summer camps.</p>				

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Environmental Initiatives Manager

INITIATED BY: Metropolitan Area Planning Department (MAPD) / Public Works & Utilities

AGENDA: Consent

Recommendation: Approve position transfer, quarterly reimbursements, and any necessary budget adjustments.

Background: In 2010, Environmental Services became a division of Public Works & Utilities. This reorganizational process eliminated the need for a Director of Environmental Services. However, the City has a remaining need for expertise in environmental issues. Therefore, the Director of Environmental Services position was reclassified and became the Environmental Initiatives Manager. This position is involved with short- and long-term planning processes regarding Clean Air Act compliance, sustainability concerns, and other environmental issues. In 2011, staff is recommending this position be transferred from Public Works & Utilities to the MAPD as a result of its planning responsibilities.

Analysis: The City must continue to address complex environmental issues. The Environmental Initiatives Manager researches and recommends policy to mitigate the City's environmental risk. This position also serves as a community liaison for environmental issues. The local and regional planning responsibilities of the Environmental Initiatives Manager make it a natural fit for the MAPD.

Financial Considerations: In 2011, total cost for the Environmental Initiatives Manager position is \$152,371. The 2011 Adopted Budget authorizes \$63,473 in General Fund support to cover salary costs. Grant support up to \$75,898 is available through the EECBG Comprehensive Community Energy Program. Public Works & Utilities has agreed to provide up to \$13,000 in additional General Fund support to cover the difference between total costs and budget and grant support.

Staff proposes that quarterly transfers be made from Public Works Administration (General Fund) to the City/County Planning Fund at the end of each quarter based upon actual position costs. The MAPD will be responsible for fully utilizing available grant support. Financing of the Environmental Initiatives Manager position will be reevaluated during creation of the 2012/2013 Annual Budget and a shared funding agreement is expected to be developed to cover ongoing position costs.

Goal Impact: Transferring funds to support the Environmental Initiatives Manager addresses the Safe and Secure Community goal by improving the community's environmental health through planning.

Legal Consideration: Budget adjustments above \$25,000 require City Council approval.

Recommendations/Action: Approve position transfer, quarterly reimbursements, and any necessary budget adjustments.

Attachments: None.

City of Wichita
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Purchased ADA Paratransit Rides Contractor Agreements

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve and execute the agreements.

Background: The contractor agreements will allow Wichita Transit to purchase paratransit rides from six human service agencies. In 2010, Wichita Transit's in-house paratransit service provided approximately 25% of all ADA rides. The remaining 75% were provided by the six human service agencies. Rides provided by agencies are typically limited to providing transportation to ADA-eligible persons who are part of each agency's individual programs and/or residential living arrangements.

The contractor agreements are renewals which have a termination date of January 1, 2012, including automatic month-to-month renewal if a new contractor agreement has not been negotiated.

Analysis: The Federal Transit Administration (FTA) requires written purchased ride contractor agreements in order for Wichita Transit to continue purchasing rides from agencies. Purchased rides are necessary because Wichita Transit does not have the in-house capacity to fulfill all paratransit rides.

Financial Considerations: Total funding for the agreements allows for up to \$1,560,000 for the 2011 calendar year. Funding for the agreements is as follows: \$780,000 from the FTA; \$400,000 from the Kansas Department of Transportation (KDOT); and \$380,000 from the City of Wichita transit fund.

Goal Impact: To Promote Economic Vitality and Affordable Living by improving availability, quality, and diversity of jobs and sustained affordable living.

Legal Considerations: The Law Department has reviewed and approved the agreement as to form.

Recommendations/Actions: Staff recommends that the City Council approve the Purchased ADA Paratransit Rides Contractor Agreements and authorize the necessary signatures.

Attachments: Due to the size of the supporting documents, they will be made available electronically.

PURCHASED ADA PARATRANSIT RIDES CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 2011, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and Catholic Charities (hereinafter referred to as "Contractor"). Hereinafter, both "City" and "Contractor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide for purchased ADA paratransit rides, and

WHEREAS, The Contractor agrees to provide ADA paratransit rides in a safe and professional nature, in accordance with the terms and conditions set forth in Appendix A hereto, to eligible passengers within the service area defined in Section 4.2 of Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Term: This Agreement shall become a legal and binding contract upon execution of same by both Parties, effective retroactively from January 1, 2011, until terminated as provided in Article 13 of Appendix A.
2. Compensation: Parties expressly understand and agree that payments made to the Contractor pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Indemnification: The Contractor shall indemnify, defend and hold harmless the City and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by the Contractor of transportation services hereunder or (ii) the failure of the Contractor to fulfill any of its obligations pursuant to this Agreement; provided, however, that such duty to indemnify shall not include Liabilities arising from the acts or omissions of the Indemnified parties.
4. Duties: As listed in Appendix A, the Contractor and the City shall perform duties pursuant to this Agreement.
5. Local and Federal Compliance: The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions listed in Appendixes A and B.
6. Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both Parties.
8. Incorporation of Appendixes: Appendixes A and B are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the day and year first above written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

CATHOLIC CHARITIES

Cynthia Colbert, CEO

ATTEST

City Clerk
City of Wichita, Kansas

APPROVED AS TO FORM

Department of Law
City of Wichita, Kansas

PURCHASED ADA PARATRANSIT RIDES CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 2011, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and CPRFK (hereinafter referred to as "Contractor"). Hereinafter, both "City" and "Contractor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide for purchased ADA paratransit rides, and

WHEREAS, The Contractor agrees to provide ADA paratransit rides in a safe and professional nature, in accordance with the terms and conditions set forth in Appendix A hereto, to eligible passengers within the service area defined in Section 4.2 of Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Term: This Agreement shall become a legal and binding contract upon execution of same by both Parties, effective retroactively from January 1, 2011, until terminated as provided in Article 13 of Appendix A.
2. Compensation: Parties expressly understand and agree that payments made to the Contractor pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Indemnification: The Contractor shall indemnify, defend and hold harmless the City and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by the Contractor of transportation services hereunder or (ii) the failure of the Contractor to fulfill any of its obligations pursuant to this Agreement; provided, however, that such duty to indemnify shall not include Liabilities arising from the acts or omissions of the Indemnified parties.
4. Duties: As listed in Appendix A, the Contractor and the City shall perform duties pursuant to this Agreement.
5. Local and Federal Compliance: The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions listed in Appendixes A and B.
6. Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both Parties.
8. Incorporation of Appendixes: Appendixes A and B are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the day and year first above written.

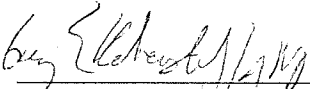
CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST

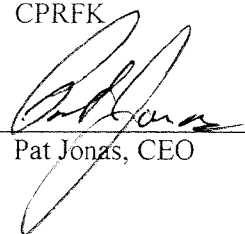
City Clerk
City of Wichita, Kansas

APPROVED AS TO FORM



Department of Law
City of Wichita, Kansas

CPRFK



Pat Jonas, CEO

PURCHASED ADA PARATRANSIT RIDES CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 2011, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and Envision (hereinafter referred to as "Contractor"). Hereinafter, both "City" and "Contractor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide for purchased ADA paratransit rides, and

WHEREAS, The Contractor agrees to provide ADA paratransit rides in a safe and professional nature, in accordance with the terms and conditions set forth in Appendix A hereto, to eligible passengers within the service area defined in Section 4.2 of Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Term: This Agreement shall become a legal and binding contract upon execution of same by both Parties, effective retroactively from January 1, 2011, until terminated as provided in Article 13 of Appendix A.
2. Compensation: Parties expressly understand and agree that payments made to the Contractor pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Indemnification: The Contractor shall indemnify, defend and hold harmless the City and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by the Contractor of transportation services hereunder or (ii) the failure of the Contractor to fulfill any of its obligations pursuant to this Agreement; provided, however, that such duty to indemnify shall not include Liabilities arising from the acts or omissions of the Indemnified parties.
4. Duties: As listed in Appendix A, the Contractor and the City shall perform duties pursuant to this Agreement.
5. Local and Federal Compliance: The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions listed in Appendixes A and B.
6. Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both Parties.
8. Incorporation of Appendixes: Appendixes A and B are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the day and year first above written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ENVISION

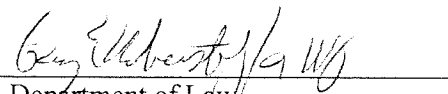


Linda K. Merrill, CEO

ATTEST

City Clerk
City of Wichita, Kansas

APPROVED AS TO FORM



Department of Law
City of Wichita, Kansas

PURCHASED ADA PARATRANSIT RIDES CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 2011, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and Kansas Elks Training Center for the Handicapped. (hereinafter referred to as "Contractor"). Hereinafter, both "City" and "Contractor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide for purchased ADA paratransit rides, and

WHEREAS, The Contractor agrees to provide ADA paratransit rides in a safe and professional nature, in accordance with the terms and conditions set forth in Appendix A hereto, to eligible passengers within the service area defined in Section 4.2 of Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Term: This Agreement shall become a legal and binding contract upon execution of same by both Parties, effective retroactively from January 1, 2011, until terminated as provided in Article 13 of Appendix A.
2. Compensation: Parties expressly understand and agree that payments made to the Contractor pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Indemnification: The Contractor shall indemnify, defend and hold harmless the City and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by the Contractor of transportation services hereunder or (ii) the failure of the Contractor to fulfill any of its obligations pursuant to this Agreement; provided, however, that such duty to indemnify shall not include Liabilities arising from the acts or omissions of the Indemnified parties.
4. Duties: As listed in Appendix A, the Contractor and the City shall perform duties pursuant to this Agreement.
5. Local and Federal Compliance: The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions listed in Appendixes A and B.
6. Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both Parties.
8. Incorporation of Appendixes: Appendixes A and B are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the day and year first above written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

KANSAS ELKS TRAINING FOR
THE HANDICAPPED

Ron Pasmore, CEO

ATTEST

City Clerk
City of Wichita, Kansas

APPROVED AS TO FORM

Department of Law
City of Wichita, Kansas

PURCHASED ADA PARATRANSIT RIDES CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 2011, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and ResCare Kansas, Inc. (hereinafter referred to as "Contractor"). Hereinafter, both "City" and "Contractor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide for purchased ADA paratransit rides, and

WHEREAS, The Contractor agrees to provide ADA paratransit rides in a safe and professional nature, in accordance with the terms and conditions set forth in Appendix A hereto, to eligible passengers within the service area defined in Section 4.2 of Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Term: This Agreement shall become a legal and binding contract upon execution of same by both Parties, effective retroactively from January 1, 2011, until terminated as provided in Article 13 of Appendix A.
2. Compensation: Parties expressly understand and agree that payments made to the Contractor pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Indemnification: The Contractor shall indemnify, defend and hold harmless the City and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by the Contractor of transportation services hereunder or (ii) the failure of the Contractor to fulfill any of its obligations pursuant to this Agreement; provided, however, that such duty to indemnify shall not include Liabilities arising from the acts or omissions of the Indemnified parties.
4. Duties: As listed in Appendix A, the Contractor and the City shall perform duties pursuant to this Agreement.
5. Local and Federal Compliance: The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions listed in Appendixes A and B.
6. Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both Parties.
8. Incorporation of Appendixes: Appendixes A and B are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the day and year first above written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ResCare Kansas, Inc.

Authorized Representative

ATTEST

City Clerk
City of Wichita, Kansas

APPROVED AS TO FORM

Department of Law
City of Wichita, Kansas

PURCHASED ADA PARATRANSIT RIDES CONTRACTOR AGREEMENT

This Agreement is entered into this _____ day of _____, 2011, by and between the City of Wichita - Wichita Transit (hereinafter referred to as "City") and Starkey, Inc. (hereinafter referred to as "Contractor"). Hereinafter, both "City" and "Contractor" shall be jointly referred to as "Parties."

WHEREAS, the purpose of the program is to provide for purchased ADA paratransit rides, and

WHEREAS, The Contractor agrees to provide ADA paratransit rides in a safe and professional nature, in accordance with the terms and conditions set forth in Appendix A hereto, to eligible passengers within the service area defined in Section 4.2 of Appendix A.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the Parties hereto agree as follows:

1. Term: This Agreement shall become a legal and binding contract upon execution of same by both Parties, effective retroactively from January 1, 2011, until terminated as provided in Article 13 of Appendix A.
2. Compensation: Parties expressly understand and agree that payments made to the Contractor pursuant to the terms of this Agreement shall be on a fee-for-service basis according to the rates outlined in Appendix A and according to the method of billing and payment as set forth in Appendix A.
3. Indemnification: The Contractor shall indemnify, defend and hold harmless the City and the City Council, directors, officers, employees, agents, legal representatives, heirs, successors and assigns (collectively referred to as "Indemnified Parties") from and against any and all losses, costs, injuries, claims, damages, expenses and liabilities, including attorneys' fees (without limitations), collectively referred to as "Liabilities," arising out of or resulting from (i) the provision by the Contractor of transportation services hereunder or (ii) the failure of the Contractor to fulfill any of its obligations pursuant to this Agreement; provided, however, that such duty to indemnify shall not include Liabilities arising from the acts or omissions of the Indemnified parties.
4. Duties: As listed in Appendix A, the Contractor and the City shall perform duties pursuant to this Agreement.
5. Local and Federal Compliance: The Parties shall comply with the requirements of all applicable federal, state, and local rules and regulations, standard assurances, and one-time submissions listed in Appendixes A and B.
6. Assignment: Neither this Agreement nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.
7. Amendments: This Agreement may not be amended unless such amendment is in writing and signed by both Parties.
8. Incorporation of Appendixes: Appendixes A and B are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the day and year first above written.


CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST

City Clerk
City of Wichita, Kansas

APPROVED AS TO FORM



Department of Law
City of Wichita, Kansas

STARKEY, INC.



Carolyn Risley Hill, CEO

APPENDIX A
GENERAL CONTRACTUAL PROVISIONS FOR CONTRACTOR

ARTICLE 1: AUTHORITY TO CONTRACT

1.1 Affirmation Of Legal Authority

The Contractor assures it possesses legal authority to contract these services, that resolution, motion or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Contractor to act in connection with the application and to provide such additional information as may be required.

1.2 Required Documentation

Corporations, limited liability companies, or other forms of business requiring statutory conformance shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. A corporation shall furnish a copy of its corporate resolution evidencing the authority to sign this Agreement, executed by the corporation's secretary or president.

ARTICLE 2: RELATIONSHIP OF PARTIES

It is agreed that the legal relationship between Contractor and City is of a contractual nature. Both parties assert and believe that the Contractor is acting as an independent contractor in providing the services and performing the duties provided for by this Agreement. The Contractor is, at all times, acting as an independent contractor and not as an officer, agent, or employee of the City. As an independent contractor, the Contractor, and employees of the Contractor, will not be within the protection or coverage of City's worker's compensation insurance, subject to the provisions of K.S.A. 1997 Supp. 44-505, nor shall the Contractor, and employees of the Contractor, be entitled to any current or future benefits provided to employees of the City. Further, the City shall not be responsible for withholding of social security, federal, and/or state income tax or unemployment compensation from payments made by the City to the Contractor.

ARTICLE 3: SCOPE OF SERVICES

3.1 Purpose

It is mutually agreed by and between City and Contractor that the purposes of this Agreement are for the Contractor to efficiently provide eligible passengers a level of curb-to-curb paratransit service which is substantially equivalent to the curb-to-curb paratransit service presently operated by Wichita Transit, all under the terms and conditions described in this Agreement, and to provide Wichita Transit those operating statistics required for federal reporting. If the present volume of service provided by the Contractor pursuant to this Agreement substantially increases or decreases, the Parties agree to negotiate reasonable modifications to this Agreement (which may include termination of this Agreement). The Parties also agree that Contractor shall only provide service, which is compensable under this Agreement, during Wichita Transit regular operating hours.

The Parties agree that the terms of this Agreement apply only to purchased rides for eligible passengers, which are referred to Contractor by Wichita Transit for service during normal operating hours and conditions. To the extent that Contractor provides transportation services to

persons who may otherwise be eligible passengers (whether as a part of Contractor's programs or otherwise) outside of such hours, Contractor may do so upon the terms and conditions acceptable to Contractor, and such services are outside the scope of this Agreement.

3.2 Special Needs Of Eligible Passengers

All eligible passengers have one or more disabilities that preclude their use of regular fixed route transit. Many will require special assistance when boarding or leaving the paratransit vehicle. The Contractor shall be responsible for assuring that all drivers are capable, competent, courteous and sensitive to these special needs.

ARTICLE 4: GENERAL PROVISIONS

4.1 Definitions

- A. Unit Of Service – One one-way trip equals one unit of service per eligible passenger. A round-trip taken by an eligible passenger equals two units of service. A unit of service is the basis for subsidy reimbursement.
- B. Eligible Passenger(S) – Individuals who are certified and approved as ADA paratransit eligible by Wichita Transit, both ambulatory and nonambulatory.
- C. Personal Care Attendant (PCA) – A person who has been approved to ride free of charge with an eligible passenger for the purpose of providing the passenger with mobility assistance. Qualified drivers employed by the Contractor may act as a PCA for eligible passengers who are also the clients of the Contractor (human service agency).
- D. Equivalent Level Of Paratransit Service – The following criteria are used to evaluate the Contractor's performance relative to the level of paratransit service operated by Wichita Transit:
 - 1. On-time performance for pick-ups. Actual pick-up times shall be evaluated relative to a 30-minute pick-up window.
 - 2. Length of time an eligible passenger spends on the paratransit vehicle. Length of time shall be evaluated relative to a 90-minute maximum ride time.
- E. No-Show – When an eligible passenger fails to board the vehicle when the vehicle arrives on time (within the 30-minute pick-up window). Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "no-shows." Wichita Transit agrees to permit the Contractor to develop and enforce reasonable policies, which limit "no-shows."
- F. 30-Minute Pick-Up Window – The 30-minute timeframe provided to the eligible passenger that indicates when the paratransit vehicle has been scheduled to arrive. Vehicles arriving within the 30-minute pick-up window are considered on time.
- G. Missed Trip – When the vehicle arrives for the pick-up, at a time after the end of the 30-minute pick-up window, and the client does not board the van. Pursuant to subsection 9.1(F) of this Agreement, subsidy reimbursement shall not be paid for "missed trips".
- H. Passenger Fare – For eligible passengers, the amount of money that the Contractor may collect from an eligible passenger with respect to a unit of service. Pursuant to subsection 9.4(D) of this Agreement, the appropriate passenger fare will be assumed by the Parties to

have been retained by the Contractor as partial payment. As required by The ADA, the passenger fare charged or collected from eligible passengers shall not be more than twice the price of regular bus fare.

- I. Referred Ada Trip - A subscription service ride request referred to an agency by Wichita Transit. Possible Contractor acceptance of a referred trip is provided for in subsection of 9.4(C) of this Agreement.
- J. Subscription Service – A trip to the same place at the same time at least twice a week for a minimum period of 30 days.
- K. Unless otherwise indicated, all references to time periods, which are measured in “days,” shall be deemed to refer to a day of ordinary operation for Wichita Transit.

4.2 Service Area

All transportation service provided pursuant to this Agreement shall be limited to trips within the corporate limits of the City of Wichita, within the Oaklawn Improvement District, or within that portion of The City of Bel Aire that lies within 3/4-mile of a fixed bus route operated by Wichita Transit.

4.3 Passenger Eligibility

The City, acting through Wichita Transit, shall establish a procedure to determine eligible passengers. No person shall be transported under this Agreement who has not first been determined by the City as eligible for the service.

4.4 Laws To Be Observed [Reserved]

ARTICLE 5: PERSONNEL

5.1 Qualified Personnel

The Contractor represents that it has, or shall secure at its own expense, all personnel required to perform the transportation service provided under this Agreement. Except as provided in Section 6.3 below, such personnel shall not be employees of or have any other contractual relationship with the City. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this Agreement.

5.2 Minimum Wages [Reserved]

5.3 Employee Conflict Of Interest

The Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5.4 Employee Background Checks

The parties to this Agreement recognize that those entities or persons providing government funded services are subject to public scrutiny. Consequently, by entering into this Agreement, the Contractor assumes an affirmative and ongoing duty during the term of this Agreement to guarantee and maintain compliance with requirements set forth in Subsection 5.5 below. Such compliance will require the use of Contractor customary criminal background checks, and such other background checks as may be reasonably requested by Wichita Transit from time to time, upon all personnel or agents providing services pursuant to this Agreement, or administering the funds conveyed under this Agreement.

5.5 Participant Safeguard

The Contractor certifies that none of its employees are:

- A. Persons convicted of any felony, drug or drug related offense, crime of falsehood or dishonesty, or a crime against another person during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to provide services, administer this Agreement, or handle the funds conveyed under this Agreement;
- B. Persons convicted of any sex offenses, crimes against children, or crimes of violence toward persons during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to interact in any way with persons served pursuant to this Agreement; and
- C. Persons convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the ten-year period concluding on the date of execution of this Agreement, and during the term of this Agreement, Contractor shall not permit any such employee to operate a vehicle in which an eligible passenger is provided transportation pursuant to this Agreement. For purposes of this section, "serious traffic offense shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.
- D. Any questions concerning the interpretation of this subsection and/or its application to an individual shall be referred to the City's Law Department. The Department of Law's decision shall be final for purposes of compliance with this Agreement. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and diversions appearing on the driving records maintained by the Kansas Department of Revenue.

ARTICLE 6: PROHIBITION OF CONFLICT OF INTEREST

6.1 Interest Of Public Officials And Others

No officer or employee of the City, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall participate in any decision relating to this Agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested. Nor shall any officer or employee of the City or any member of its governing body or other public official have any interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2 Interest Of Contractor
[Reserved]

6.3 Employee Conflicts

If either party becomes aware of situations in which a) an employee of the City shall also be an employee of the Contractor at the time of the Agreement, b) an employee of the Contractor seeks additional / alternative employment with the City during term of the Agreement, or c) an employee of the City seeks additional / alternative employment with the Contractor during term of the Agreement, such party shall immediately provide written notice of such situations to the other party. The City shall make every effort to assure that such employees do not have any authority to approve a) grant funds, b) agreements, or c) affiliate status to the Contractor or Contractor's competitors.

ARTICLE 7: FUNDING / CASH BASIS AND BUDGET LAWS

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

ARTICLE 8: REPORTS, RECORDS AND INSPECTION

8.1 Documentation Of Costs

Proper invoices, vouchers, or other documentation evidencing in proper detail the nature and propriety of charges shall support all costs incurred by the Contractor for which the Contractor purports to be entitled to reimbursement. All checks, invoices, vouchers, payrolls, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible to both parties to this Agreement.

8.2 Maintenance Of Records

Except as otherwise authorized by the City, the Contractor shall retain such documentation as listed in subsections 8.1 and 8.3 for a period of not less than three (3) years after the close of the calendar year which contains the time period to which a monthly billing relates. This is the case unless City notifies Contractor in writing of an action, including but not limited to, litigation or audit resolution proceedings, which necessitates maintenance of records beyond the minimum three (3)-year period.

8.3 Reports

During the term of this Agreement, the Contractor shall furnish reports and information to the City substantially in the form attached hereto as Exhibit 1. If the Contractor fails to provide all required reports in a timely, complete and accurate manner, the City may withhold payments to the Contractor until such time as all reports are furnished. Exhibit 1 is deemed to satisfactorily address the reporting requirements for subsections (A) through (K) below. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or nonambulatory (as determined in the certification issued by Wichita Transit). However, Contractor shall report all applicable types of rides provided to such passenger (i.e., if one or more of the categories set forth in subsections G,

H, I, and J below applies to a passenger, then Contractor shall report the ride under each applicable category).

A. Complaint Records

The Contractor agrees to maintain complete records of all complaints received regarding service provided under this Agreement. The Contractor agrees to submit a service complaint report each time a request for reimbursement is submitted. Such report shall identify the general nature of complaints received during the billing period along with any actions taken by the Contractor. The Contractor agrees that complaint records used to prepare complaint reports are subject to review by the City to ensure the accuracy and validity of information reported.

B. Financial And Operating Data

The Contractor shall be responsible for providing financial and operating data as may be required by the City and/or necessary to comply with the requirements of the National Transit Database of the Urban Mass Transportation Act of 1964, as amended.

C. On-Time Performance And Trip Length Records

For the purpose of determining if the Contractor is providing a level of paratransit service equivalent to that provided by Wichita Transit, the Contractor agrees to maintain records of on-time performance and trip length for all eligible passengers provided paratransit service under this Agreement. The Contractor agrees to submit an on-time performance and trip length report each time a request for billing is submitted. For the billing period, the report shall identify the percentage of pick ups occurring before, during, and after the 30-minute pick-up window and the number of trips involving an eligible passenger ride of 90 minutes or greater. The Contractor agrees that on-time performance and trip length records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

D. Alcohol And Drug Test Reports

The Contractor agrees to submit to the City an annual report that identifies the Contractor's efforts to comply with FTA and U.S. DOT requirements for pre-employment, post-accident and random alcohol and drug testing of safety sensitive employees. The annual alcohol and drug testing report shall be submitted by January 30th following the close of the year to which it relates.

E. No-Show Records

For the purpose of eliminating trips referrals involving a passenger who demonstrates a pattern of "no-showing" for trips, the Contractor agrees to maintain records of no-shows recorded by passengers provided paratransit service under this Agreement. The Contractor agrees to submit a no-show report each time a request for billing is submitted. For the billing period, the report shall identify the number of no-shows per eligible passenger and the dates on which no-shows were recorded. The Contractor agrees that no-show records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

F. Missed Trips

For the purpose of reporting “missed trips,” the Contractor agrees to maintain records of missed trips affecting passengers who are provided paratransit service under this Agreement. The Contractor agrees to submit a missed trip report each time a request for billing is submitted. For the billing period, the report shall identify the number of missed trips affecting eligible passengers and the dates on which missed trips were experienced. The Contractor agrees that missed trip records used to prepare the report are subject to review by the City to ensure the accuracy and validity of information reported.

G. Ada Rides

In order to ensure that rides provided pursuant to this Agreement are provided to eligible passengers and that operating statistics needed for federal reporting are provided, the following is required:

1. Pursuant to subsection 9.1(B) of this Agreement, each month, the Contractor shall submit an alphabetical listing of those persons who have been provided service during the month who the Contractor has reported as being an eligible passenger (approved by Wichita Transit as ADA paratransit eligible).
2. Wichita Transit will check the names on the list against the database of persons who have been granted ADA paratransit eligibility. Wichita Transit will provide the Contractor with the names of those individuals who have not been determined as ADA paratransit eligible.
3. After receipt of the names of nonADA eligible persons, the Contractor may assist the subject individuals with completion of an ADA paratransit eligibility application or shall, in the future, discontinue reporting them as eligible passengers on monthly billing.

H. Access To Jobs Trips

In order to report the number of rides funded through the Access to Jobs program, and pursuant to 9.1(B) of this Agreement, the Contractor’s monthly billing shall identify the number of rides funded by way of that program.

I. Peak Hour Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number of rides provided to eligible passengers between 6:00 AM and 10:00 AM and between 2:00 PM and 6:00 PM.

J. Ambulatory / Wheelchair Rides

As required by subsection 9.1(B) of this Agreement, the Contractor shall provide as part of monthly billing the number rides provided to ambulatory persons and the number or rides provided to persons using a wheelchair or similar mobility device.

K. New Freedom Trips

In order to report the number of rides funded through the New Freedom Program, and pursuant to subsection 9.1(B) of this Agreement, the Contractor's monthly billing shall identify the number of rides funded by way of that program. The parties acknowledge that the federal record keeping and reporting requirements under the New Freedom Program have not yet been developed. City agrees to inform Contractor of such requirements when City becomes aware of them. The parties agree to develop reasonable procedures under this Agreement to satisfy such requirements.

8.4 Availability Of Records

During the time period set forth in Section 8.2 above, the Contractor agrees to make any and all of its records, books, papers, documents, and data, which are directly related to this Agreement, available to City, or to the authorized representative of the federal, state or local agency with statutory oversight authority, for the purposes of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies, and transcriptions.

8.5 Right To Inspect All Work, Equipment And Materials

The Contractor shall permit the City or any authorized representative of the City's Director of Transit to inspect all work, equipment and materials with regard to the provision of service under this Agreement during Contractor's normal business hours, upon reasonable advance notice.

8.6 Right To Observe Operations

The City reserves the right to observe operations by the Contractor pursuant to this Agreement at any reasonable time, i.e., maintenance, sensitivity training, loading and unloading eligible passengers, etc.

- A. If any observed operations are deemed defective by the City, the City shall notify the Contractor in writing of such defect.
- B. Upon receipt of a written notice of defect, the Contractor has 10 days to investigate the defect and provide reports to the City.
- C. The response shall include a copy of the City's notice of defect, together with a written statement of any corrective action taken, and shall be subject to the City's reasonable approval.
- D. If corrective actions are reasonably satisfactory, the City will advise the Contractor within 10 days. Otherwise, the City will notify the Contractor of the continuing defect within such 10-day period, and the City has an additional five (5) days to remedy the defect and failure to do so may be considered as a breach of this Agreement.

8.7 Confidentiality

Both parties will comply with the provisions of state and federal regulations in regard to confidentiality of eligible passenger records.

ARTICLE 9: METHOD OF BILLING AND PAYMENT

9.1 Billing Procedures

Contractor agrees that billings and payments made under this Agreement shall be processed in accordance with established budgeting, purchasing and accounting procedures of the City. After receipt of billing, payment shall be made as soon as procedures allow.

A. Monthly Billing

A monthly billing system will be used, and all billing, statements, and other necessary supporting documentation must be submitted by the 15th day of the month following the billing period.

B. Billing Content

All billings shall be substantially in the form of Exhibit 1. In addition, Wichita Transit may require copies of daily vehicle manifests to be submitted with monthly billing that indicate passenger pick up windows for eligible passengers and the actual time of vehicle arrival for passenger boarding. If Wichita Transit requires the submitting of daily vehicle manifests, trips provided to eligible passengers shall be highlighted on the manifests to make them easily differentiated from trips provided to persons who have not been granted ADA paratransit eligibility. If the Contractor is providing rides under the Access to Jobs program, those rides shall be totaled on monthly billing.

C. Billing Procedure [Reserved]

D. Rate Of Reimbursement

Transportation reimbursements will be made on a unit of service basis pursuant to this Agreement. The reimbursement per unit of service for trips provided pursuant to this Agreement shall be \$6.20 per ambulatory person and \$10.50 per person who use a wheelchair or similar mobility device. Contractor will be paid based upon the status of the eligible passenger as either ambulatory or non-ambulatory (as determined in the certification issued by Wichita Transit).

E. Review Of Reimbursement Rates

The amount of reimbursement per unit of service will be reviewed during the last six months of 2011 and may be subject to revision starting January 1, 2012. Any change in the reimbursement rate must be agreed to in writing by all Parties prior to implementation.

F. No Show Trips And Missed Trips [Reserved]

9.2 Support Documentation

Billing shall be supported with the documentation described above in Section 9.1.

9.3 Reimbursement Restrictions

Payments shall be made to the Contractor only for items and services authorized by this Agreement. The City reserves the right to disallow reimbursement for any item or service, which is not authorized by this Agreement.

9.4 Service By Contractor

A. General

Service is to be provided by the Contractor in a prompt and courteous manner. Passengers must be determined ADA paratransit-eligible before the Contractor provides paratransit rides pursuant to this Agreement. Passengers are to be picked up within a 30-minute pick-up window, and the unit of service or one-way trip shall not last longer than 90 minutes. If circumstances dictate that the aforementioned conditions cannot reasonably be met, the Contractor shall make note of the incident and reference it as part of the on-time performance or trip length reports discussed in subsection 8.3(C). As discussed in subsection 8.3(A) of this Agreement, the Contractor is to provide the City a complaints report.

B. Back-Up System

The Contractor must have a reasonable back-up system in place to ensure that eligible passengers are not stranded.

C. Acceptance Of Rides Referred By The City

When referred by the City, and upon reasonable notice, the Contractor agrees to accept subscription service ride requests by persons who are not already persons served by the Contractor. This is provided that acceptance of the referral will not negatively impact the Contractor's ability to meet on-time performance or trip length standards for existing eligible passengers or Contractor's other persons served.

D. Collection Of Fare From Eligible Passengers

To the extent required in Section 4.1(H), the Contractor shall collect and retain the standard ADA paratransit fare from eligible passengers.

E. Alcohol And Drug Testing

The Contractor shall comply with the federal drug and alcohol regulations as set forth in Appendix B of this Agreement. Pre-employment, post accident, and random tests shall be conducted for any and all safety-sensitive Contractor positions that perform duties under the terms of this Agreement.

F. Vehicle Specifications

All vehicles used in service pursuant to this Agreement shall be equipped with a two-way radio or other acceptable telecommunications device (including, but not limited to, cell phones) and shall, at all times, be maintained in a reasonable operating condition and shall be kept in clean and comfortable condition for the transportation of eligible passengers. Vehicles used to transport eligible passengers who use a wheelchair shall be equipped with an operable wheelchair lift or ramp. Regardless of the manner in which a vehicle is equipped, all rides will be compensated at the applicable ambulatory or nonambulatory rate

under Section 9.1.D, as the case may be. Compliance with vehicle specifications shall be subject to regular monitoring by the City or the designated representative of Wichita Transit.

G. Ada Compliance

The Contractor must be in compliance with the federal Americans with Disabilities Act (ADA) requirements.

ARTICLE 10: LICENSES AND PERMITS

- A. The Contractor shall procure and maintain all permits, licenses, certifications, bonds and insurance required by federal, state or local authority for carrying out this Agreement.
- B. The Contractor shall maintain workers compensation insurance in amounts not less than minimum statutory requirements.
- C. The Contractor shall notify the City immediately if any required license, permit, bond or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may be the basis for immediate termination of this Agreement by the City.

ARTICLE 11: INSURANCE

The Contractor shall provide to the City a Certificate of Insurance evidencing comprehensive general liability, professional liability, and comprehensive automobile liability coverage in the following minimum amounts:

- A. Bodily Injury \$500,000 each occurrence
- B. Property Damage \$500,000 each occurrence
- C. Bodily Injury \$500,000 each person
- D. Bodily Injury
 (owned, not owned, hired, renter or otherwise)
 - 1. Bodily Injury \$500,000 each accident
 - 2. Property Damage \$500,000 each accident
- E. Workers Compensation As statutorily required

ARTICLE 12: SUBCONTRACTING

- A. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City.
- B. All approved subcontracts must conform to applicable requirements set forth in this Agreement.
- C. If the City consents to the use of subcontractors, the Contractor shall remain fully responsible for all obligations of this Agreement, including indemnification of the City for all actions by subcontractors.

ARTICLE 13: TERMINATION OF AGREEMENT

13.1 Termination For Cause

If either party fails to fulfill, in a timely and proper manner, its obligations under this Agreement or if either party violates any of the terms, covenants, conditions, or stipulations of this Agreement, the nonbreaching party may terminate this Agreement by giving at least 10 days written termination notice to the breaching party. Such notice of termination shall specify the specific breach(s) and the date of the termination.

In the event of termination, such information prepared by the Contractor to carry out this Agreement, including data, studies, surveys, records, drawings, maps, and reports shall, continue to be made available to the City in accordance with Article 8 above. The Contractor shall be entitled to just and equitable compensation for any satisfactory work completed on such documents and other materials.

In spite of the above, the Contractor shall not be relieved of liability to the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City from the Contractor are determined.

13.2 Termination Of Agreement On Other Grounds

Either party, upon 30 days written notice, may terminate this Agreement for any reason whatsoever. Written notice must state the effective date of the termination.

13.3 Expiration Of Contract Term

Subject to earlier termination as provided in Sections 13.1 and 13.2 above, this Agreement shall extend until December 31, 2010. If the Parties do not have a negotiated renewal agreement completed on or before that date, this Agreement shall continue under the last agreed terms on a month-to-month basis.

ARTICLE 14: NOTIFICATION

Any formal notice required or permitted under this Agreement shall be deemed sufficiently given if in writing and delivered by public or private carrier, personal delivery, registered or certified mail (return receipt requested) or by means of telefacsimile or telecopier. Notices delivered in person or sent via telefacsimile or telecopier shall be effective as of the date the notice is delivered or sent. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be effective forty-eight hours after the date said notice is postmarked to the addressee.

Contractor: City of Wichita – Wichita Transit
Attn: Director of Transit
Address: 777 E. Waterman
Phone: (316) 352-4805
Fax: (316) 337-9287

Vendor: Contractor Name: Catholic Charities
Attn: Cynthia Colbert, CEO
Address: 532 N. Broadway
Phone: 264-8344
Fax: 264-4442

ARTICLE 15: MISCELLANEOUS

- 15.1 The failure of either party to insist upon the strict performance of any of the terms or conditions of this Agreement or to exercise any option, right or remedy provide by this Agreement, shall not be construed as a future waiver or relinquishment of such term, provision, option, right or remedy. A waiver by either party of any term or provision of this Agreement shall not be deemed to have been made unless submitted in writing and signed by the waiving party.
- 15.2 This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and to their permitted successors and assigns.
- 15.3 In the event that any provision in this Agreement shall be adjudicated invalid under applicable laws, the invalid provision shall automatically be considered amended so as to conform to all applicable legal requirements. If the invalidity cannot be cured by amendment, the invalid provision shall be considered stricken and deleted. In either case, the validity or enforceability of the remaining provision of this Agreement shall remain intact.
- 15.4 Both parties to this Agreement represent and agree that (i) they have reviewed all aspects of this Agreement, (ii) they have been given the opportunity to review this Agreement with counsel, and (iii) they have carefully read and fully understand all provisions of this Agreement.
- 15.5 The Contractor and the City shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in the Agreement or its attached appendixes is deemed void. The Parties are free to negotiate, mediate, or litigate any dispute between them.

Appendix A

Exhibit 1

Monthly Reporting Form

Reporting Period: _____

On-Time Performance And Trip Length Compliance:

What was your on-time performance for the reporting period?

Early Arrival %	On Time %	Late Arrival %

What % of trips provided involved a client being on the van for more than 90 minutes? _____

Peak Hour Rides:

How many rides were provided to eligible passengers during the following times?

6:00 AM and 10:00 AM	2:00 PM and 6:00 PM

Wheelchair / Ambulatory Rides:

How many rides were provided to eligible passengers who use a wheelchair or similar mobility device and how many rides were provided to eligible passengers who are ambulatory.

Total Rides Provided	Number Of Ambulatory Rides	Number Of Wheelchair Rides

Access To Jobs Rides:

How many rides were provided to eligible passengers under the Access to Jobs Program? _____

New Freedom Rides:

How many rides were provided to eligible passengers under the New Freedom Program? _____

Passenger Fares Collected And Due:

What is the dollar value of passenger fares collected or due during the reporting period (number of eligible trips X \$2.50)? \$_____

Missed Trip Information:

Name Of Person	Number Of Missed Trips	Missed Trip Dates

No Show Information:

Name Of Person	Number Of No-Shows	No-Show Dates

Complaint Reporting:

Reason For Complaint	Number Of Incidents During Reporting Period
Late arrival	
Early arrival	
Length of time on van	
Driver rudeness	
Other	

Any Action Taken on Complaints

Name Of Client: _____

Nature of Complaint: _____

Action taken: _____

Name Of Client: _____

Nature of Complaint: _____

Action taken: _____

Name Of Client: _____

Nature of Complaint: _____

Action taken: _____

Name Of Client: _____

Nature of Complaint: _____

Action taken: _____

NAME OF CLIENT: _____

Nature of Complaint: _____

Actions taken: _____

Appendix B

Federal And State Regulations

The following additional provisions apply to this Agreement only to the extent that the subject matter of any given provision is relevant to the purposes of the Agreement. The Parties agree that the provisions found in subsections 1, 2, 3, 4, 6, 9, and 10 of Section 9 do not apply to this Agreement. Any inconsistency between the provisions of Appendixes A and B shall be resolved in favor of Appendix A. With respect to Section 10 below, the Parties agree that this is a “fee for service” contract and that no bids or proposals are being submitted in connection herewith. With respect to Section 12 below, the Parties agree that the dispute resolution provisions of Section 15.5 of Appendix A shall control. With respect to Section 13 below, no disadvantaged business goal is applicable to this Agreement. With respect to Section 15 below, the Parties agree that this Agreement does not involve international air transportation.

U. S. FEDERAL

1. Energy Conservation Requirements

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

2. Clean Water Requirements

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.

B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

3. Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR, Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with nonfederal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the (Purchaser).

4. Access To Records

Contracts exceeding \$100,000.

- A. The Contractor agrees to provide the Purchaser, the FTA administrator, the Comptroller General of the United States, or any of their duly-authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- B. Where the Purchaser enters into a negotiated contract for other than a small purchase or under a simplified acquisition threshold and is an institution of higher education, a hospital or other nonprofit organization and is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 C.F.R. 19.48, Contractor agrees to provide the Purchaser, the FTA administrator, the Comptroller General of the United States, or any of their duly-authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- C. Where any Purchaser, which is the FTA recipient or a subgrantee of the FTA recipient in accordance with 49 U.S.C. 5325(a), enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation, and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
- D. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- E. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly-authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).
- F. FTA does not require the inclusion of these requirements in subcontracts.

5. Federal Changes

Contractor shall, at all times, comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

6. Clean Air Requirements

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401, et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office.
- B. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

7. No Government Obligation To Third Parties

- A. The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- B. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

8. Program Fraud And False Or Fraudulent Statements And Related Acts

- A. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the federal government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the federal government deems appropriate.
- B. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the federal government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the federal government deems appropriate.
- C. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

9. Termination

Contracts with nonprofit organizations and institutions of higher education in excess of \$100,000 and all other contracts in excess of \$10,000.

A. Termination for Convenience (General Provision)

The Purchaser may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Purchaser to be paid the Contractor. If the Contractor has any property in its possession belonging to the Purchaser, the Contractor will account for the same and dispose of it in the manner the Purchaser directs.

B. Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract or if the Contractor fails to comply with any other provisions of the contract, the Purchaser may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the Purchaser that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Purchaser, after setting up a new delivery of performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

C. Opportunity to Cure (General Provision)

The Purchaser, in its sole discretion, may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to Purchaser's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from Purchaser setting forth the nature of said breach or default, Purchaser shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Purchaser from also pursuing all available remedies against Contractor and its sureties for said breach or default.

D. Waiver of Remedies for Any Breach

In the event that Purchaser elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Purchaser shall not limit Purchaser's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

E. Termination for Convenience (Professional or Transit Service Contracts)

The Purchaser, by written notice, may terminate this contract, in whole or in part, when it is in the government's interest. If this contract is terminated, the recipient shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

F. Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Purchaser may terminate this contract for default. The Purchaser shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Purchaser.

G. Termination for Default (Transportation Services)

If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the Purchaser may terminate this contract for default. The Purchaser shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Contractor has possession of Purchaser's goods, the Contractor shall, upon direction of the Purchaser, protect and preserve the goods until surrendered to the Purchaser or its agent. The Contractor and Purchaser shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Purchaser.

H. Termination for Default (Construction)

If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Purchaser may terminate this contract for default. The Purchaser shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Purchaser may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Purchaser resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Purchaser in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

- 1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Purchaser, acts of another contractor in the performance of a contract with the Purchaser, epidemics, quarantine restrictions, strikes, freight embargoes; and
- 2) The Contractor, within 10 days from the beginning of any delay, notifies the Purchaser in writing of the causes of delay. If in the judgment of the Purchaser, the delay is excusable, the time for completing the work shall be extended. The judgment of the Purchaser shall be final and conclusive on the parties, but subject to appeal under the disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Purchaser.

I. Termination for Convenience or Default (Architect and Engineering)

The Purchaser may terminate this contract in whole or in part, for the Purchaser's convenience or because of the failure of the Contractor to fulfill the contract obligations. The Purchaser shall

terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (i) immediately discontinue all services affected (unless the notice directs otherwise) and (ii) deliver to the contracting officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Purchaser, the contracting officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Purchaser may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Purchaser.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Purchaser.

J. Termination for Convenience of Default (Cost-Type Contracts)

The Purchaser may terminate this contract, or any portion of it, by serving a notice of termination on the Contractor. The notice shall state whether the termination is for convenience of the Purchaser or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the Purchaser, or property supplied to the Contractor by the Purchaser. If the termination is for default, the Purchaser may fix the fee, if the contract provides for a fee, to be paid the contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Purchaser and the parties shall negotiate the termination settlement to be paid the Contractor.

If the termination is for the convenience of the Purchaser, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, the Purchaser determines that the Contractor has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the contractor, the Purchaser, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a termination of convenience.

10. Government-Wide Debarment And Suspension

Certification Regarding Debarment, Suspension, and Other Responsibilities Matters Lower Tier Covered Transactions (Third Party Contracts over \$100,000)

Instructions for Certification

By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

- A. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier

participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, Purchaser may pursue available remedies, including suspension and/or debarment.

- B. The prospective lower tier participant shall provide immediate written notice to Purchaser if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact Purchaser for assistance in obtaining a copy of those regulations.
- D. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by Purchaser.
- E. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement list issued by U.S. General Service Administration.

- F. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- G. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the federal government, Purchaser may pursue available remedies including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

- A. The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

11. Civil Rights Requirements

The following requirements apply to the underlying contract:

- A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - 1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- C. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

12. Breaches And Dispute Resolution

Contracts exceeding \$100,000.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the Parties shall be decided in writing by the authorized representative of Purchaser's [title of employee]. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the [title of employee]. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the [title of employee] shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by Purchase), Contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Purchaser and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the state in which the Purchaser is located.

Rights and Remedies - The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Purchaser, architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

13. Disadvantaged Business Enterprises (DBE)

The federal fiscal year goal has been set by the Purchaser in an attempt to match projected procurements with available qualified disadvantaged businesses. The Purchaser's goals for budgeted service contracts, bus parts, and other materials and supplies for Disadvantaged Business Enterprises have been established by the Purchaser as set forth by the Department of Transportation Regulations 49 C.F.R. Part 23, March 31, 1980, and amended by Section 106(c) of the Surface Transportation Assistance Act of 1987, and is considered pertinent to any contract resulting from this Request for Proposal.

If a specified DBE goal is assigned to this contract, it will be clearly stated in the Special Specifications, and if the Contractor is found to have failed to exert sufficient, reasonable, and good faith efforts to involve DBEs in the work provided, the Purchaser may declare the Contractor noncompliant and in breach of contract. If a goal is not stated in the Special Specifications, it will be understood that no specific goal is assigned to this contract.

This section is being developed to reflect the new rule in 49 CFR Part 26.

- A. Policy - It is the policy of the Department of Transportation and the City that Disadvantaged Business Enterprises, as defined in 49 CFR Part 23, and as amended in Section 106c of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (STURRA), shall have the maximum opportunity to participate in the performance of contract financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Section 106c of the STURAA of 1987 apply to this contract.

The Contractor agrees to ensure that DBEs, as defined in 49 CFR Part 23 and Section 106c of the STURRA of 1987, have the maximum opportunity to participate in the whole or in part with federal funds provided under this Agreement. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with the regulations to ensure that DBEs have the maximum opportunity to compete for and perform subcontracts. The Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age or physical handicap in the award and performance of subcontracts.

It is further the policy of the Purchaser to promote the development and increase the participation of businesses owned and controlled by disadvantaged. DBE involvement in all phases of the Purchaser's procurement activities are encouraged.

- B. DBE Obligation – The Contractor and its subcontractors agree to ensure that disadvantaged businesses have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under the Agreement. In that regard, all Contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 as amended, to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts.
- C. Where the Contractor is found to have failed to exert sufficient reasonable and good faith efforts to involve DBE's in the work provided, the Purchaser may declare the contractor noncompliance and in breach of contract.
- D. The Contractor will keep records and documents for a reasonable time following performance of this contract to indicate compliance with the Purchaser's DBE program. These records and documents will be made available at reasonable times and places for inspection by an authorized representative of the Purchaser and will be submitted to the state upon request.
- E. The Purchaser will provide affirmative assistance as may be reasonable and necessary to assist the prime contractor in implementing their programs for DBE participation. The assistance may include the following upon request:
 - Identification of qualified DBE
 - Available listing of minority assistance agencies
 - Holding bid conferences to emphasize requirements
- F. DBE program definitions as used in the contract:
 - 1) Disadvantage business means a "small business concern"
 - a) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 - c) Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; and

- d) Whose management and daily business operations are controlled by one or more women individuals who own it.
- 2) "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B – (Section 106(c)) Determinations of Business Size.
- 3) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
 - a) "Black Americans," which includes persons having origins in any of the black racial groups of Africa;
 - b) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuba, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - d) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
 - e) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh.

14. Incorporation Of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Purchase) requests which would cause the Purchaser to be in violation of the FTA terms and conditions.

15. Fly America

Applies ONLY to contracts involving international air transportation of persons or material.

The Contractor understands and agrees that the federal government will not participate in the costs of international air transportation of any persons involved in or property acquired for the project unless that air transportation is provided by U.S. flag carriers to extend services by U.S. flag carriers is available, consistent with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974f. as amended, 49 U.S.C. § 40118, and U.S. General Services Administration (U.S. GSA) regulations "Use of United States Flag Air Carriers." 41 C.F.R. §§ 301.131 through 301.143.

16. Environmental Protection

The Contractor agrees to comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321, et seq., consistent with Executive Order No. 11514, as

amended, "Protection and Enhancement of Environmental Quality," 42 U.S.C. § 4321 note; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 *et seq.*; And joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

17. Access Requirements For Persons With Disabilities (ADA)

The Contractor agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, *et seq.*, which requires the provision of accessible facilities and services, and with the following federal regulations, including any amendments thereto:

- A. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- B. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Assistance," 49 C.F.R. Part 27;
- C. Joint U.S. Architectural and Transportation Barriers Compliance Board/U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- D. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- E. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- F. U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- G. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- H. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- I. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- J. Any implementing requirements FTA may issue.

18. Notification Of Federal Participation

Applies ONLY to contracts for goods and services, including construction, valued at over \$500,000.

In the announcement of any third party contract award for goods or services (including construction services) having aggregate value of \$500,000 or more, the Contractor agrees to specify the amount of federal assistance to be used in financing that acquisition of goods and services and to the expressed amount of that federal assistance as a percentage of that total cost of that third-party contract.

STATE OF KANSAS

A. Agreement With Kansas Law

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

B. Disclaimer Of Liability

Neither the State of Kansas nor any agency thereof, nor the City, shall hold harmless or indemnify any Contractor beyond that for any liability or damage except for those occasioned by the acts or omissions of its own employees, and then only up to the limits of liability designated under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.). However, City agrees to indemnify and hold harmless Contractor to the maximum extent permitted by law.

C. Responsibility For Taxes

Neither the State of Kansas, nor the City, shall be responsible for, nor indemnify a Contractor for, any federal, state or local taxes that may be imposed or levied upon the subject matter of this contract.

CITY OF WICHITA
City Council Meeting
February 15, 2011

TO: Mayor and City Council

SUBJECT: Easement Across City-Owned Property in Conjunction with the Homeland Preparedness Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the easement.

Background: The City of Wichita and Sedgwick County have entered into an agreement with the Federal government to develop a centralized facility for National Guard and Army Reserve use. The site is located on City-owned land east of Interstate 135 and south of the Union Pacific railroad rail line. The City's commitment to the project includes development of access to the site along with a variety of other infrastructure improvements. As part of the project, sufficient access and utility service must be provided to the site. To accomplish this, an easement is required over the City property.

Analysis: The project requires the laying of conduit for telecommunication cables from the facility to the access gate at Hillside. This will allow control of the gate from the facility itself. The conduit will be located in the area designated for the access road to the facility from Hillside. The easement will not impact the utilization of the access corridor.

Financial Considerations: There is no cost to the City.

Goal Impact: Approving this easement assists in providing Efficient Infrastructure to support a major, new government development.

Legal Considerations: The Law Department has approved the easement as to form.

Recommendation/Action: It is recommended that the City Council approve the easement and authorize all necessary signatures.

Attachments: Utility easement and tract map

UTILITY EASEMENT

THIS EASEMENT made this _____ day of _____, 2011, by and between, the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantor", successors and assigns and the Kansas Military Board, herein referred to as "Grantee".

WITNESSETH: That Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee a perpetual easement for the purpose of constructing, maintaining, and repairing conduit for telecommunications cables over, along, and under the following described real estate situated in Sedgwick County, Kansas; to wit:

EXHIBIT A, attached herewith

Grantee, designees or assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, installing, operating, maintaining and repairing said telecommunications conduit utility lines and any appurtenances thereto so long as the improvement is maintained and operated by the Grantee, designees or assigns.

Grantee, designees or assigns, hereby agree to use existing roads or lanes, whenever practicable, when exercising rights of ingress and egress.

Grantee, designees and assigns, hereby agree that at the conclusion of any construction activity, improvements, inspection, operating, maintenance or repairs, any damage to the surface area or any real property shall be repaired by Grantee, its designees or assigns, at Grantee's sole cost within thirty (30) days from date of damage.

IN WITNESS WHEREOF: The Grantor has signed these presents the day and year first written.

City of Wichita, Kansas

By: Carl Brewer, Mayor

Attest:

By: Karen Sublett, City Clerk

STATE OF KANSAS)

) ss:

SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2011 by Carl Brewer, Mayor of the City of Wichita, a municipal corporation and Karen Sublett, City Clerk of the City of Wichita, Kansas, a municipal corporation for and on behalf of said corporation.

Notary Public

My Commission Expires: _____

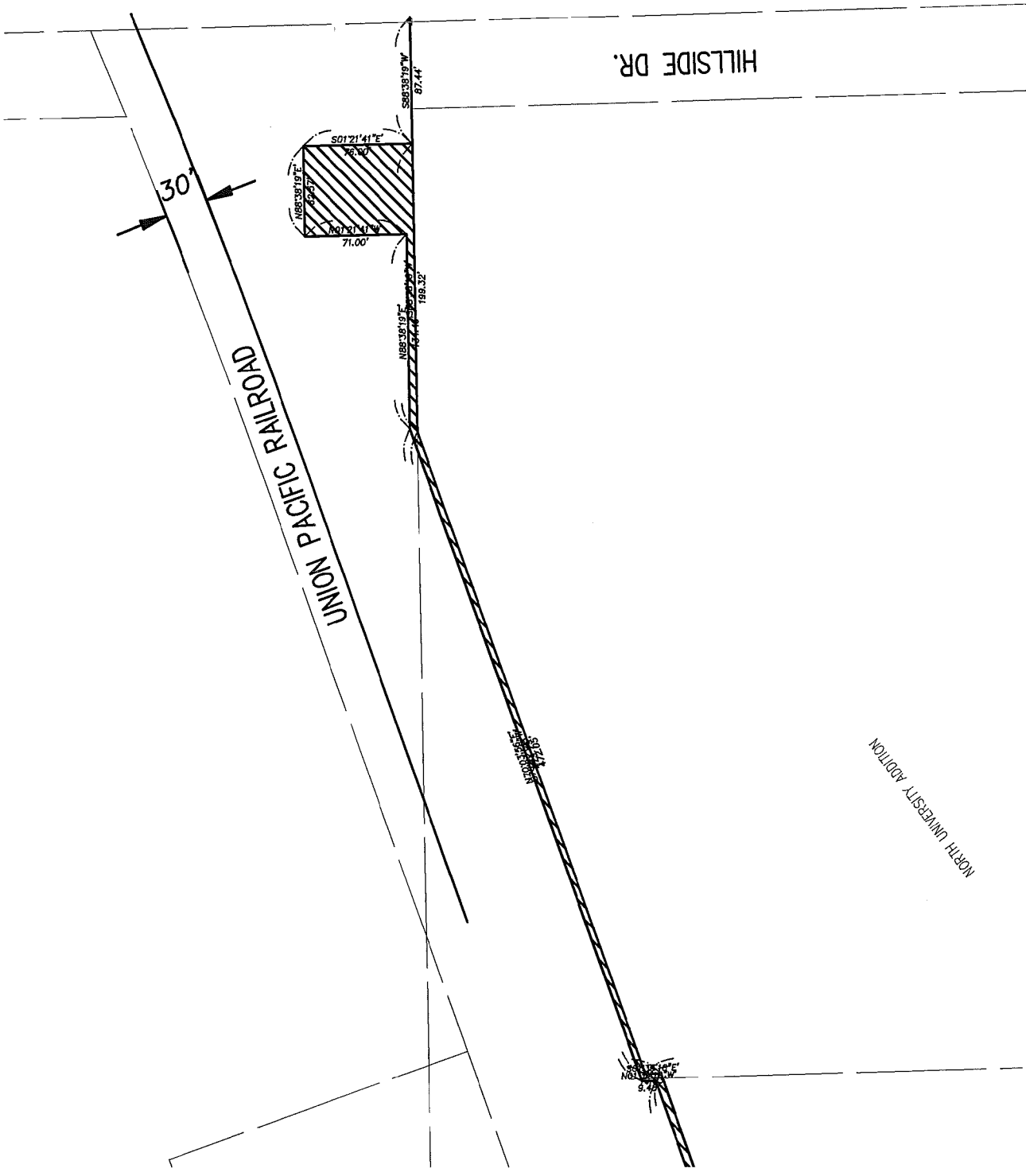
APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

A tract of land located in the South Half of Section 34, Township 26 South, Range 1 East of the 6th P.M., in the City of Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the Northeast corner of the South-half of the Southeast Quarter of said Section 34; thence South 88 degrees 38 minutes 19 seconds West a distance of 87.44 feet to the point of beginning; thence continuing South 88 degrees 38 minutes 19 seconds West a distance of 199.32 feet; thence South 70 degrees 03 minutes 56 seconds West a distance of 472.05 feet; thence South 01 degrees 39 minutes 17 seconds East a distance of 10.53 feet; thence South 70 degrees 03 minutes 56 seconds West a distance of 1470.43 feet; thence South 64 degrees 23 minutes 13 seconds West a distance of 424.22 feet; thence South 70 degrees 03 minutes 56 seconds West a distance of 557.26 feet; thence North 00 degrees 44 minutes 01 seconds West a distance of 5.30 feet; thence North 70 degrees 03 minutes 56 seconds East a distance of 555.27 feet; thence North 64 degrees 23 minutes 13 seconds East a distance of 424.22 feet; thence North 70 degrees 03 minutes 56 seconds East a distance of 1467.06 feet; thence North 01 degrees 39 minutes 17 seconds West a distance of 9.48 feet; thence North 70 degrees 03 minutes 56 seconds East a distance of 479.79 feet; thence North 88 degrees 38 minutes 19 seconds East a distance of 134.43 feet; thence North 01 degrees 21 minutes 41 seconds West a distance of 71.00 feet; thence North 88 degrees 38 minutes 19 seconds East a distance of 62.57 feet; thence South 01 degrees 21 minutes 41 seconds East a distance of 76.00 feet to the point of beginning.

Said tract contains 0.45 acres of land more or less.



Second Reading Ordinances for February 15, 2011 (first read on February 8, 2011)

Approval of Forgivable Loan Agreement, MoJack. (District I)

ORDINANCE NO. 48-939

An ordinance of the city of Wichita, Kansas, prescribing the form and authorizing the execution of a forgivable loan agreement and promissory note by and between Mojack Distributors, LLC and the city of Wichita, Kansas.

Approval of Forgivable Loan Agreement, Apex Engineering International. (District IV)

ORDINANCE NO. 48-940

An ordinance of the city of Wichita, Kansas, prescribing the form and authorizing the execution of a forgivable loan agreement and promissory note by and between Apex Engineering International, LLC and the city of Wichita, Kansas.

Abatement of Dangerous and Unsafe Structures. (Districts I, II, III, IV and VI)

ORDINANCE NO. 48-941

An ordinance making a special assessment to pay for the removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance (Building Emergency Board-up) under the provision of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas.

ORDINANCE NO. 48-942

An ordinance making a special assessment to pay for the removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance (Building Condemnation-Demolition) under the provision of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas

Nuisance Abatement Assessments. (Districts I, II, III, IV and VI)

ORDINANCE NO. 48-943

An ordinance making a special assessment to pay for the cost of abating certain public health nuisances (lot clean up) under the provision of section 7.40.050 of the code of the city of Wichita, Kansas. Be it ordained by the governing body of the City of Wichita, Kansas.

Kellogg, from Cypress to 159th Street East. (District II)

ORDINANCE NO. 48-944

An ordinance amending Ordinance No. 47-706 of the City of Wichita, Kansas declaring Kellogg, between Cypress and 159th Street East (472-84634) to be a main trafficway within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements the estimated costs thereof, and the manner of payment of the same.

Correction of Prior Graffiti Ordinance.

ORDINANCE NO. 48-945

An Ordinance amending Sections 5.37.033, and 5.37.035, of the Code of the City of Wichita, Kansas, pertaining to graffiti and repealing the originals of section 5.37.033 and 5.37.035 of the Code of the City of Wichita, Kansas and Ordinance No. 48-915 of the City of Wichita, Kansas.